

ONEIDA COUNTY BOARD OF LEGISLATORS

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

COMMUNICATIONS WITH DOCUMENTATION

November 8, 2017

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

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

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2017-406	Public Works, Ways & Means	

AVAILABLE ON WEBSITE ONLY

www.ocgov.net



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**
51 Leland Ave., PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net (FAX) 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

MEMORANDUM

TO: Mike Billard
Clerk of the Oneida County Board of Legislators

FN 20 17 - 366

FROM: Steven P. Devan, P.E. *SD*
Commissioner

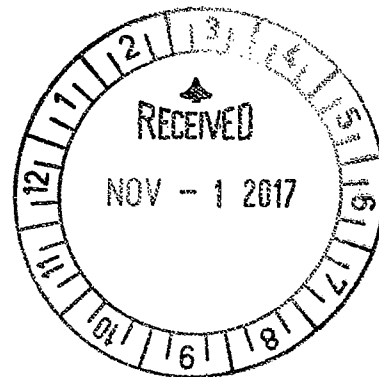
READ & FILED

SUBJECT: Filing of Engineering Amended Report
Phase 5B – SCPS Upgrades and New Forcemain Upgrades
Phase 6A – Water Pollution Control Plant Physical Condition and Process Upgrades
Phase 6C – WPCP Solids Handling Upgrades (Digesters) Construction
CWSRF No. C6-6070-08-05

DATE: November 1, 2017

Attached is the amended engineering report for Phase 5B, SCPS Upgrades and New Forcemain Upgrades, Phase 6A, Water Pollution Control Plant Physical Condition and Process Upgrades and Phase 6C, WPCP Solids Handling Upgrades (Digesters) Construction. This report was amended on October 30, 2017. I am required to file this report with you pursuant to Section 268 of the County Law.

Thank you for your cooperation in this matter. Please feel free to contact me if you have any questions.





**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**
51 Leland Ave., PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net (FAX) 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

MEMORANDUM

TO: Mike Billard
Clerk of the Oneida County Board of Legislators

FROM: Steven P. Devan, P.E.
Commissioner *[Signature]*

FN 20 17-367

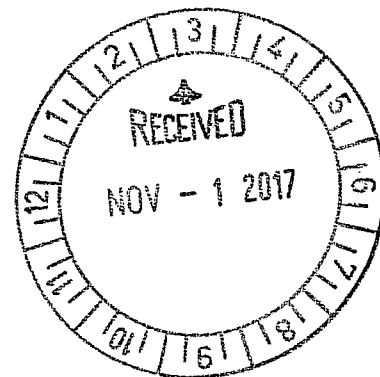
SUBJECT: Filing of Engineering Report
HG-567
North Utica Interceptor- Phase II- Canal Crossing

READ & FILED

DATE: November 1, 2017

Attached is the engineering report for HG-567, North Utica Interceptor- Phase II- Canal Crossing. I am required to file this report with you pursuant to Section 268 of the County Law.

Thank you for your cooperation in this matter. Please feel free to contact me if you have any questions.



Preserving the environment through integrated recovery and disposal.

October 27, 2017

FN 20 17-368

Mr. Mikale Billard
 Clerk
 Oneida County Board of Legislators
 800 Park Ave.
 Utica, NY 13501

READ & FILED

Dear Mr. Billard:

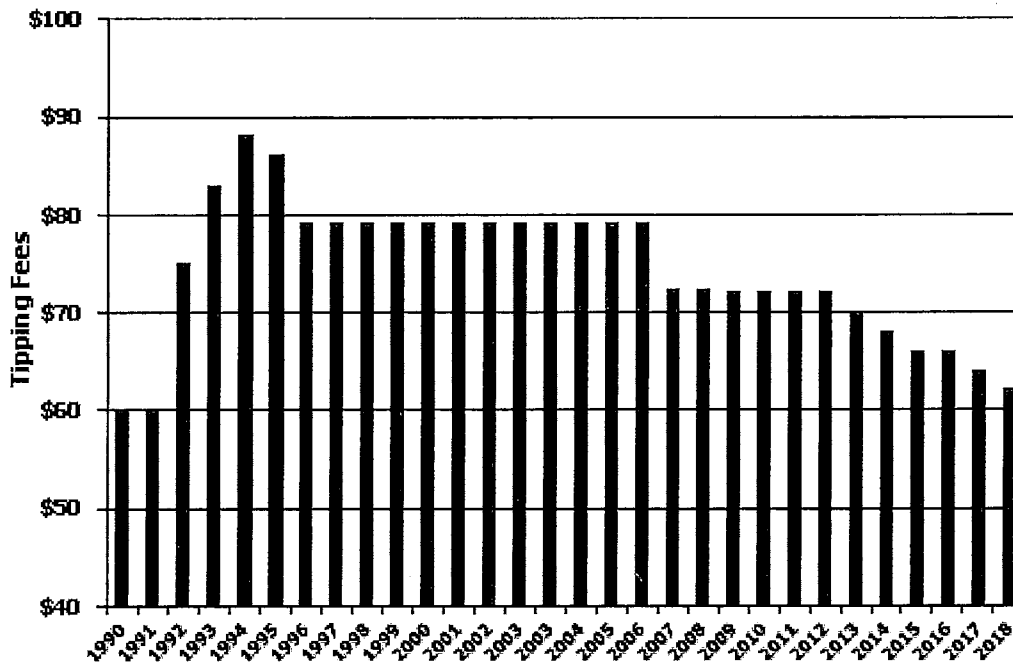
I am pleased to submit the attached proposed 2018 budget for the Oneida-Herkimer Solid Waste Authority, pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005. Highlights of the Authority's proposed budget and rates for 2018 include:

- The Authority will maintain rates charged in 2017 and reduce the following rates for 2018:

2018 BUDGET HIGHLIGHTS

	<u>2017 Rates</u>	<u>2018 Proposed Rates</u>
Municipal Solid Waste (MSW), Sludge	\$64/ton	\$62/ton

ONEIDA-HERKIMER SOLID WASTE AUTHORITY
Historical MSW Tipping Fees 1990 - 2018



BOARD OF DIRECTORS

Kenneth A. Long
 Chairman
 Vincent J. Bono
 Vice Chairman

Harry A. Hertline
 Treasurer
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 Barbara Freeman

Nancy A. Novak
 Robert J. Roberts, III
 James M. Williams

William A. Rabbia
 Executive Director
 Jodi M. Tuttle
 Authority Board Secretary

REVENUE HIGHLIGHTS

- 2018 projected tonnage estimates based upon 8-month actual tonnage in 2017 and a review of historical data.
- Sale of recyclables revenues forecasted with 8-month data from 2017, historical review and market projections for 2018.
- Authority will continue to operate two engines at its power facility as per its agreement with WM Renewable Energy.
- The Authority will continue to waive the permit fee for the haulers/businesses and municipalities for 2018.
- The sale of carbon credits revenue has been reinstated into the proposed budget, based on regulatory changes.
- The out of county recyclable processing revenue has increased with the projected annual tonnage from Oswego, Lewis and Fulton Counties.

EXPENSE HIGHLIGHTS

- Health insurance expense budgeted at a range of 4% to 12% increase over 2017 premiums (depending upon plan selected).
- Budget reflects \$455,000 of contracted direct payments made to the Town of Ava and the Town and Villages of Boonville, consistent with our Host Community Agreements.
- Fuel expense was budgeted at \$2.50 per gallon as the result of industry forecasts.
- Capital projects funded through tipping fees will be \$1,770,000 for 2018.
- Public education expenses are projected to be \$70,000.
- Workers' compensation budget is based upon 5-year average of the Authority's actual claims.
- The annual contributions to the NYS Retirement System will stay consistent with 2017 costs as rates have remained relatively the same.
- Reduced Debt Service based upon defeasance of the Authority's 2007 bonds.

A public hearing and an overview of the proposed 2018 budget will be held preceding the November 20, 2017 Board meeting at 4:30 PM. A vote on the proposed 2018 budget is anticipated at the December 18, 2017 meeting.

Please feel free to contact me if you have any questions.

Sincerely,



William A. Rabbia
Executive Director

WAR/jmt

Citizens Review Committee on Oneida County

Elected Officials Compensation

October 23, 2017

Honorable Anthony Picente
Oneida County Executive
800 Park Ave, Utica, NY 13501

FN 20 17-369

Honorable Gerald J. Fiorini
Chairman of the Board
800 Park Ave
Utica, NY 13501

READ & FILED

RE: Second Report of the Citizens Review Committee on Oneida County Elected Officials Compensation

Dear Chairman Fiorini and County Executive Picente,

We would once again like to thank you for providing us the opportunity to serve on the Citizens Advisory Committee to Review Oneida County Elected Officials' Compensation. You tasked the Committee with reviewing and, if appropriate, recommending compensation levels for elected officials in Oneida County Government. We previously provided to you our recommendations for County Legislative salaries, and have now completed our review of the compensation of the County Executive, County Comptroller, County Sheriff, and County Clerk. In determining an appropriate level of compensation for these positions, we considered the following general criteria:

- Salaries in comparable Counties.
- Comparable positions in other sectors.
- The breadth and depth of responsibilities of each position.
- The recommendations of the 2016 Legislative Committee on Salaries.
- Position specific information and reasoning.

This Committee concludes that an increase in the compensation for all four elected positions is necessary. To that end, we unanimously recommend the following:

County Executive:

The Committee considered the following criteria in determining an appropriate compensation level for the position of County Executive.

- 18 counties in New York State have a County Executive form of Government.
- In NYS, thirteen (13) County Executives have a higher salary and 4 have a lower salary than Oneida County.
- For the 11 comparable counties used in the analysis for the position of County Executive, the average population is 236,720 – almost exactly the population of Oneida County of 234,877- therefore, a valid comparison.¹
- The average County Executive salary for 11 comparable counties is \$137,289.²
- In 2018, 8 department heads and a total of 22 county employees will have a higher salary than the position of County Executive.
- In 2018, the position of Chief of Staff to the County Executive is scheduled to surpass the County Executive in overall compensation.
- In 2018, the top earning Department Head is scheduled to make \$141,805 --\$26,298 more than the County Executive.
- The county executive is responsible for a \$400,000,000 annual budget, 23 departments, and over 1,000 employees.
- A comparison with private sector positions with comparable responsibilities for budget, staff, and operations would have been helpful, but it is difficult because most private sector entities are not required to report their CEO pay. One comparable salary analysis that was helpful is the compensation for school superintendents –the average 2016 salary was \$159,635.

Due to the nature of the position, the level of demands placed upon the County Executive, and the fact that the County Executive serves as the Chief Executive Officer for Oneida County, the Committee unanimously recommends that the salary for the position of County Executive be set at \$140,000. The Committee believes that this level is appropriate for the position, and places the salary in line with that paid to other County Executives across New York State. It also corrects the problem and brings the position in line with the 8 Department Heads who serve at the pleasure of the County Executive.

¹ This analysis removed the very large and very small population counties [Nassau 1.5 million, Suffolk 1.5 million, Westchester 1 million, Erie 1 million, Monroe 750,000, and Montgomery 50,000] and Oneida [as was done in all legislators compensation analyses]. All Counties had County Executive forms of government.

² Appendix A.

Sheriff:

The position of Sheriff is a statutorily required elected position. It is considered the chief law enforcement officer in the County and has powers and duties that are unique to the position. The Committee considered the criteria below in recommending an appropriate level of compensation:

- Using Counties of that have a County Executive Form of Government, the average salary for the position of Sheriff is \$115,040.³
- Oneida County presents unique challenges because of the geographic composition, number of municipalities, and demographics, placing added responsibility for the Sheriff.
- The Sheriff is considered the chief countywide law enforcement officer.
- The Sheriff oversees 423 employees and a budget around \$38 million.
- The County Sheriff's Office has multiple divisions and responsibilities, including the Road Patrol, County Correctional Facility, SWAT, marine patrol, dive team, bike patrol, snowmobile patrol, civil division.

As the Chief Countywide law enforcement officer, the Committee members unanimously support setting the compensation level for the position of Sheriff at \$115,000.

County Comptroller:

The Committee reviewed and compared the position of County Comptroller to those Counties across New York State using the following criteria:

- Using comparable Counties that that have a County Executive form of government, and have a County Comptroller, the average salary is \$100,329.⁴
- The duties associated with the position of Comptroller require extensive financial knowledge, expertise, and experience.
- The position of Comptroller oversees important county functions, including auditing, accounts payable, bonding and capital projects, and payroll.
- The similarity of scope of duties compared to other County financial positions in Oneida County currently compensated at a higher level.

The position of County Comptroller plays an important role in County Government. As the financial watchdog, this position demands a high level individual with financial experience. We believe that bringing the compensation level in line with comparable Counties is appropriate for this position and recommend that it be set at \$87,000.

County Clerk:

The Committee considered the following criteria when reviewing the compensation level for the position of County Clerk:

³ Appendix B

⁴ Appendix B

- Using comparable Counties that that have a County Executive form of government, the Committee determined that the County Clerk was underpaid relative to similar counties. The Average Salary for comparable Counties is \$96,402.⁵
- Upcoming years would present special challenges related to digitizing records, a changing reality in registration revenues and making access to records more efficient.
- The scope of work, the number of employees which are under the Clerk's Supervision and the fact that the Clerk's employees discharge these duties at multiple locations within the County, involve duties that are comparable to those of department heads that are paid more than the County Clerk.
- The DMV and property deed function of the office touches nearly every community and every family in the county, making the position one of the more important in relations to direct service to the public.

The County Clerk is the record manager for Oneida County, and oversees other important functions, including DMV, Naturalization and passports, and property deeds and other records. The committee recommends that the salary for the position of County Clerk be set at \$85,000.

Timing

The committee unanimously recommends that the aforementioned compensation levels take effect January 1, 2018. The Committee urges the Legislature and County Executive take the necessary steps to implement the recommended compensation for each position through the appropriate procedure as dictated through statute.

Additional Actions:

1) Local Law #5 of 1999:

Local Law #5 of 1999 established a procedure for annual increases in the salaries for the aforementioned elected positions. The formula does include a ceiling, but does not include a floor. This has resulted in a decrease in salary in certain years. The committee was not tasked in reviewing this law, and takes no stance on the necessity of the law, but does unanimously recommend that the legislature review the effectiveness of Local Law # of 1999.

2) Citizens Committee

The Members of the Committee strongly recommend that the Board of Legislators take the necessary steps to codify the establishment of a citizens committee to review elected officials salaries every four years. We believe that this offers independent review, and assures that the compensation paid for elected positions stays comparable to that paid statewide.

Thank you once again for the opportunity to participate in this process.

⁵ Appendix B

Sincerely,

Members of the Citizens Review Committee on Oneida County Elected Officials Compensation

(Signed Electronically)

Robert Comis, Chair
Dean Dzwonkas
Dr. Laura Casamento
Hans Arnold
Mitchell Ford

Appendix A		
COUNTY	POPULATION	COUNTY EXECUTIVE
Rockland	311,687	\$ 155,087
Orange	386,738	\$ 183,350
Onondaga	458,336	\$ 157,430
Rensselaer	152,538	\$ 121,300
Albany	294,565	\$ 133,206
Dutchess	297,488	\$ 139,869
Ulster	182,493	\$ 133,570
Chemung	88,830	\$ 160,650
Broome	200,600	\$ 92,083
Putnam	95,745	\$ 151,608
Chautauqua	134,905	\$ 85,000
Average	236,720	\$ 137,559

Appendix B								
County	Population		County Clerk	Sheriff	County Comptroller			
Rockland	311,687		\$ 132,037	\$ 143,322				
Orange	386,738		\$ 107,650	\$ 140,988			100,798	
Onondaga	458,336		\$ 79,441	\$ 111,221	\$			118,593
Rensselaer	152,538		\$ 102,000	\$ 99,600	\$			
Albany	294,565		\$ 105,766	\$ 121,932	\$			99,937
Montroe	735,343		\$ 81,000	\$ 136,700	\$			101,702
Dutchess	297,488		\$ 106,023	\$ 125,664	\$			
Ulster	182,493		\$ 101,707	\$ 101,712	\$			
Chemung	88,830		\$ 85,474	\$ 109,842	\$			
Broome	200,600		\$ 81,605	\$ 91,758	\$			80,613
Montgomery	50,219		\$ 67,111	\$ 90,877	\$			
Erie	919,866		\$ 79,092	\$ 79,092	\$			
Putnam	95,745		\$ 124,322	\$ 142,818	\$			
Total	321,111		\$ 96,402	\$ 115,040	\$			100,329

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

for

FN 20 17-370

MEMORIALIZING PETITION

READ & FILED

F.N. 2017 -

A MEMORIALIZING PETITION TO INCREASE STATE SUPPORT FOR CORNELL
COOPERATIVE EXTENSION COUNTY ASSOCIATIONS IN THE
STATE OF NEW YORK

SPONSORS: Messrs. Joseph, Mandryck, Welsh, Leach and Schiebel and Mmes. Pratt and Calandra

Whereas, Cornell Cooperative Extension is a formal collaboration between the National Institute of Food and Agriculture at USDA, New York State, County Governments and the Citizens of the State that has served to apply unbiased, research-based knowledge from Cornell, New York's Land Grant University, to the needs of New Yorkers and their communities for over 100 years; and

Whereas, local extension educators are key community partners in helping to implement state initiatives including maximizing agriculture and local food systems, strengthening the economy, promoting healthier eating habits and access to good nutrition, fighting poverty particularly in rural areas, protecting water quality and stewardship of the York's natural resources, building opportunity through STEM based youth education and leadership skills in 4-H, promoting renewable energy options while protecting farmland resources, and partnering where appropriate in Taste NY initiatives to promote tourism and local food and farm businesses, and

Whereas, support from Federal, State and County sources is essential to the continued success of locally-governed county cooperative extension associations; and

Whereas, state appropriations for county cooperative extension associations to match county government appropriations as authorized by Section 224 (8) of the County Law have remained stagnant for seventeen years; and

Whereas, state funding is needed to ensure that the Cornell Cooperative Extension system can equitably work for all New York residents through increased resources to support rural, suburban, and urban community development needs, and:



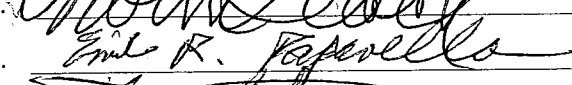
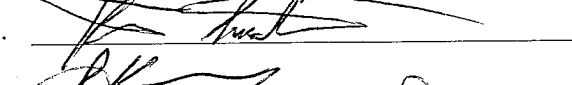
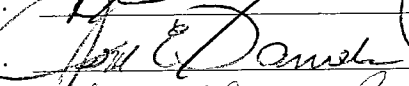


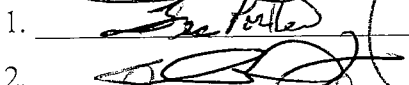


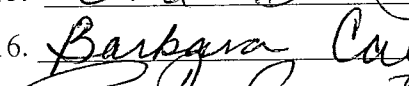
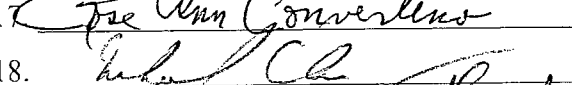
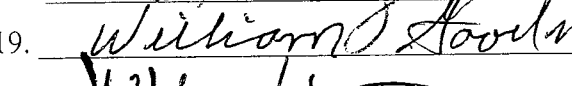
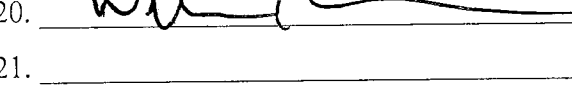



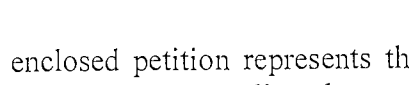
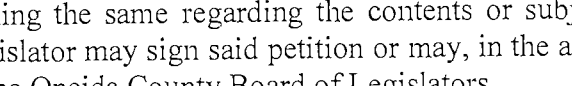
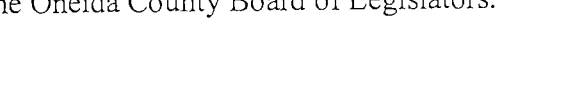
Therefore, Be It Resolved that the Oneida County Board of Legislators supports increasing the State appropriation for Cornell Cooperative Extension associations to \$8 million, such funds to be distributed directly to the associations through Cornell University as agent for the state as provided by law.

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congresswoman Claudia Tenney, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Commissioner of Agriculture and Market, Richard Ball, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Brian Miller, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative,

William Magee, New York State Assembly Representative Marc Butler, Oneida County Executive Anthony Picente, Oneida County Commissioner of Planning, John Kent, and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

- | | | | |
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| 23. | _____ | 23. | _____ |

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: October 11, 2017

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL
OFFICE OF THE COMMISSIONER**

County Office Building • 800 Park Avenue • Utica, New York 13501-2986
Phone: (315) 798-5725 • Fax: (315) 798-6490
E-Mail: labor@ocgov.net

November 3, 2017

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

17371
FN 20
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive
WAYS & MEANS Date 11/3/17

Dear County Executive Picente:

The County of Oneida and the Civil Service Employees Association Local 1000 have reached a tentative agreement for a new Collective Bargaining Agreement covering the five year period, January 1, 2018-December 31, 2022. The agreement covers Registered Nurses and Public Health Nurses in the Oneida County Health Department. The union membership has ratified the agreement.

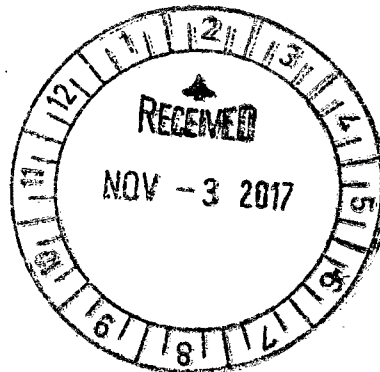
The agreement calls for wage increases of 2.75% for employees off step for each year of the contract. Employees on step will receive step movement in 2018, a 2% increase in salary for 2019, step movement in 2020, a 2% salary increase in 2021, and step movement in 2022. Steps 1 and 2 of the 2018 salary schedule will be dropped. This will increase starting salaries significantly and assist the county in their efforts to recruit and retain nurses. There are also language changes that are clarification of existing practices. The tentative agreement is attached.

I am recommending approval of this agreement in that it is in line with negotiated settlements in the public sector and provides management with the tools necessary to provide services to the public efficiently and effectively.

If you concur, I respectfully request that you forward my recommendation to the Board of Legislators and ask that they act on this matter at their meeting of November 22, 2017.

Sincerely

John P. Talerico
John P Talerico
Commissioner



**TENTATIVE AGREEMENT BETWEEN
THE COUNTY OF ONEIDA
AND
THE ONEIDA COUNTY NURSES UNIT 7750-05 OF THE CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000
AFSCME, AFL-CIO (“CSEA”)**

AT 2018
1/1/2017 – 12/31/2022
AF

All provisions of the January 1, 2016 – December 31, 2017 Collective Bargaining Agreement will remain in full force and effect unless modified below. All modifications become effective upon ratification unless otherwise noted. This Tentative Agreement is subject to ratification by both the CSEA Membership and by the Oneida County Legislature. The CSEA and the County of Oneida negotiating teams will recommend acceptance of the Tentative Agreement to their respective parties.

A. The first paragraph of Section 6.03 shall be stricken and replaced with the following:

New employees shall normally be paid at the Step 3 rate of the applicable salary schedule contained in Appendix “A” of this Agreement. However, when the Director of Public Health demonstrates severe and continued recruitment difficulty for a specific job title, the County reserves the right to increase the starting salary up to the 3rd step of the applicable salary grade. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any employee in that title whose salary falls below the new starting salary shall have his/her salary raised to the same level as that of the new starting salary.

B. The first paragraph of Section 7.09 shall be stricken in its entirety. The second paragraph of Section 7.09 shall be stricken and replaced with the following:

Each regular full-time employee will be credited with sick leave at the rate of one (1) day per month to a maximum of one hundred eighty (180) days.

C. Section 7.12 shall be stricken and replaced with the following:

Each existing regular full-time employee on the active payroll on January 1st of each year will receive up to four (4) workdays of personal leave for that year on prior approval of the administrative head of the department. Each regular full-time employee who commences full-time employment between January 1st through March 31st of the calendar year will receive up to four (4) workdays of personal leave for that year on prior approval of the administrative head of the department. Each regular full-time employee who commences

full-time employment between April 1st through June 30th of the calendar year will receive up to three (3) workdays of personal leave for that year on prior approval of the administrative head of the department. Each regular full-time employee who commences full-time employment between July 1st through September 30th of the calendar year will receive up to two (2) workdays of personal leave for that year on prior approval of the administrative head of the department. Each regular full-time employee who commences full-time employment between October 1st through December 31st of the calendar year will receive up to one (1) workdays of personal leave for that year on prior approval of the administrative head of the department.

An employee will be paid for such leave at the employee's regular compensation rate. Any unused personal leave as of December 31st each year will be added to the employee's accrued sick leave, which will not exceed the maximum accumulation permissible under Section 7.09.

D. Section 9.02(6) shall be stricken and replaced with the following:

The County will offer one (1) open enrollment period at a time determined by the County.

E. Section 10.9 shall be stricken and replaced with the following:

The County will reimburse employees who must use their own vehicles for County business at the prevailing IRS rate on the date of travel, upon submission of an appropriate voucher.

F. The County and the CSEA agree to meet during the contract period to discuss language changes and to update language as appropriate and agree that such meetings and agreements to language changes shall not act as a contract reopener.

G. Wages – Appendix “A” shall be amended as follows:

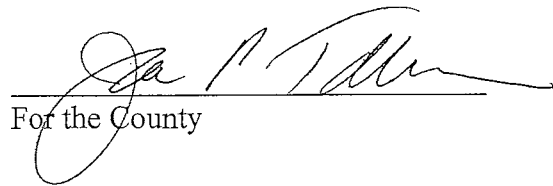
1. Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “on the schedule” shall advance one step effective January 1, 2018. *DWP STEP 142 ON 16N + 19N*
Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “off the schedule” shall receive a 2.75% increase in salary effective January 1, 2018.
2. Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “on the schedule” shall receive a 2.0% increase in salary effective January 1, 2019.
Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “off the schedule” shall receive a 2.75% increase in salary effective January 1, 2019.

3. Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “on the schedule” shall advance one step effective January 1, 2020.
Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “off the schedule” shall receive a 2.75% increase in salary effective January 1, 2020.
4. Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “on the schedule” shall receive a 2.0% increase in salary effective January 1, 2021.
Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “off the schedule” shall receive a 2.75% increase in salary effective January 1, 2021.
5. Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “on the schedule” shall advance one step effective January 1, 2022.
Each regular full time, part time and per diem Registered Professional Nurse and regular full time, part time and per diem Public Health Nurse “off the schedule” shall receive a 2.75% increase in salary effective January 1, 2022.
6. All increases for employees both “on the schedule” and “off the schedule” shall be sunsetted on December 31, 2022.

Taylor Law Requirement Section 204-A

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


For the Union


For the County



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi

Sheriff Robert M. Maciol

October 10, 2017

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

FN 20 17-372
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 10/12/17
PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office was recently awarded a Grant from the New York State Office of Victim Services in the amount of \$160,465, to be used in support of programs at the Child Advocacy Center (CAC). There is a 25% match in the amount of \$40,116.37 required to be provided by Oneida County in accepting this Grant Award. These funds have been included in the 2018 Budget request for the Child Advocacy Center. I am requesting approval of this grant contract.

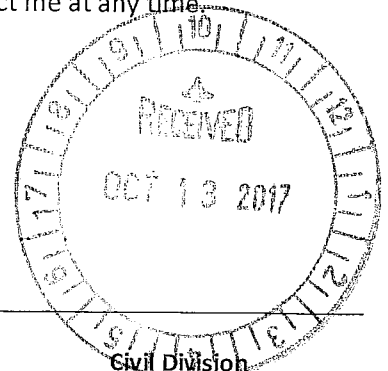
The grant is set to begin September 1, 2017, and end on August 31, 2019. The goal of this grant is to hire and train an additional investigator to be assigned to the CAC, to purchase an "iRecord Universe IP Bases Recorder" to record interviews in two rooms at the CAC, and to purchase a "Freddie Digital Intelligence," which is a portable device that acquires electronic evidence from hard drives and storage devices. Both items will be used at the CAC to aid in the investigation of child sexual abuse cases.

This Agreement requires Board approval at the Board's next meeting date.

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature both on paper and by e-signature in the Grants Gateway System. 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 time.

Sincerely,

Robert M. Maciol
Sheriff



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

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

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

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

Oneida Co. Department: Sheriff's Office

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	XXXX

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Office of Victim Services
Alfred E. Smith State Office Building
80 South Swan Street, 2nd Floor
Albany, New York 12210-8002

Title of Activity or Service: CAC Forensic Grant

Proposed Dates of Operation: 9/1/2017-8/31/2019

Client Population/Number to be Served: Victims of Sexual Abuse

Summary Statements

- 1) **Narrative Description of Proposed Services:** This grant will fund the assignment and training of a Deputy as an Investigator to the Child Advocacy Center (CAC), will enable the purchase of an iRecord Universe IP Base Recorder, and the purchase of a Freddie Digital Intelligence Device, which is a portable device that can acquire electronic evidence from hard drives and storage devices.
- 2) **Program/Service Objectives and Outcomes:** Aid in investigations of sexual abuse cases in Oneida County to gather critical evidence on scene.
- 3) **Program Design and Staffing:** Assign a Deputy to the CAC as an Investigator to investigate sexual abuse cases in Oneida County.

Total Funding Requested: \$160,465.47 **Account # A3382 (Revenue) \$120,349.10**
A3113 (Expense) \$ 40,116.37

Oneida County Dept. Funding Recommendation: \$160,465.47

Proposed Funding Sources (Federal \$/ State \$/County \$): State: \$120,349.10; County \$40,116.37 (25% match required)

Cost Per Client Served: n\a

Past Performance Data: n\a

O.C. Department Staff Comments: With the increase in the number of sexual abuse cases over the past few years, additional staffing at the CAC is needed to ease the case load of the current investigators. The new equipment will help in gathering critical evidence to solve cases more quickly.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Office of Victim Services 80 S Swan Street, 2nd Floor Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OVS01 CONTRACT NUMBER: OVS01-C20030GG-1080200 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Oneida County Sheriff's Office</p>	<p>PROJECT NAME: Oneida County CAC</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable): 010781409</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): 16.575</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 800 PARK AVE UTICA, NY 13501 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption State/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # OVS01-C20030GG-1080200

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 09/01/2017 To: 08/31/2019</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 09/01/2017 To: 08/31/2019</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$160,465.47</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other </p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	09/01/2017-08/31/2018	\$93,020.25		
2	09/01/2018-08/31/2019	\$67,445.22		
3				
4				
5				

Contract Number: # QVS01-C20030GG-1080200

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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-4 Net Deficit Budget
 B-1 (A) Expenditure Based Budget (Amendment)
 B-2 (A) Performance Based Budget (Amendment)
 B-3 (A) Capital Budget (Amendment)
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Contract Number: # QVS01-C20030GG-1080200

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

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
ONEIDA COUNTY OF

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Office of Victim Services

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

**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: # OVS01-C20030GG-1080200

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 and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (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 rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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.

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. Initial 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. Subsequent 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 dates specified in Attachment D (Payment and Reporting Schedule).
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), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) 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,

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.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to 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. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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. If requested by the State, 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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall 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 and Requirements Mandated by Federal Laws).

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 and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 IV(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-SPECIFIC CLAUSES)

A. MODIFICATIONS TO BUDGET AND PROGRAM GOALS AND OBJECTIVES

The parties agree that the STATE may modify the program budget set forth at ATTACHMENT B-1 (BUDGET) or the Program Goals and Objectives set forth at ATTACHMENT C (PROGRAM GOALS AND OBJECTIVES) for good cause as determined by the STATE or otherwise as required by the State Comptroller. The STATE shall provide to the CONTRACTOR written notice of any such modification(s) at least twenty calendar days prior to the effective date of the modification(s).

The parties agree that the CONTRACTOR shall not revise the program budget in ATTACHMENT B-1 (BUDGET) without prior approval of the STATE for any cost category during the period of the AGREEMENT. All revisions, including those under \$1,000, are subject to audit by the STATE.

B. LAST DOLLAR FUNDING

The parties agree that the funding provided under this AGREEMENT shall be considered to be last dollar funding. All other sources of funding for the expenses of the CONTRACTOR in providing the services contemplated by this AGREEMENT, including but not limited to fees, insurance, and donations, shall first be applied to such expenses.

C. SITE ACCESS

The CONTRACTOR shall permit the STATE's representatives to visit, with or without notice, all facilities or sites where services covered under this AGREEMENT may be provided. Upon request of the STATE, the CONTRACTOR shall make appropriate arrangements for the STATE's representatives to attend meetings of the CONTRACTOR's Board of Directors.

D. CONTRACTOR STAFFING

The parties agree the CONTRACTOR shall provide all insurance and fringe benefits, and make all employer's payments, required by federal, state or local law, rule, regulation, or policy. At least one full-time employee of the CONTRACTOR shall be a duly qualified Notary Public or Commissioner of Deeds.

The parties agree that the CONTRACTOR shall not select, reject, promote, fail to promote, or otherwise impermissibly discriminate against any officer, employee, staff member, volunteer or other individual associated with or representing the CONTRACTOR on the basis of the individual's political belief(s) or affiliation(s).

The parties agree that if the CONTRACTOR is a not-for-profit corporation, the CONTRACTOR shall not employ, except as an unpaid volunteer, a current officer, director or incorporator of the corporation, or the parent, spouse, spousal equivalent, sibling or child of a current officer, director or incorporator of the corporation.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, a New York State legislator or legislative staffperson. The CONTRACTOR will immediately advise the Office in writing upon the employment, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of a New York State legislator or legislative staffperson. The written notice will provide the name of the individual, the position of employment, the legislator or legislative staffperson the employee is related to, and the nature of the relation. If the employee is already employed at the time that this contract becomes effective and no previous notice has been given by the CONTRACTOR, said written notice will be provided immediately upon the contract becoming effective.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of any employee of the CONTRACTOR who is a program administrator or who otherwise has influence or control over the administration of the program.

E. UTILIZATION OF VOLUNTEERS

The parties agree that the CONTRACTOR will utilize the services of unpaid volunteers. The STATE may, upon the written request of the CONTRACTOR, waive this requirement if the STATE finds that the utilization by the CONTRACTOR of unpaid volunteers is hindered or prohibited by statute, regulation or contract, or if the CONTRACTOR has otherwise been unable to procure volunteers after aggressive and sustained recruitment.

F. CONFLICT OF INTEREST - CLIENT REFERRALS

The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any current officer, director or incorporator of the corporation, if the CONTRACTOR is a not-for-profit corporation. The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any employee of the CONTRACTOR, or to any volunteer providing services to the CONTRACTOR, or to any New York State legislator or legislative staffperson, or to the parent, spouse, spousal equivalent, sibling or child of any aforementioned person, if any of the persons specified in this paragraph to whom such referral would be made would receive any financial benefit from such referral, except insofar as the persons specified in this paragraph provide services as part of the same agency to which the CONTRACTOR'S program belongs.

G. CONFLICT OF INTEREST - PURCHASE OF SUPPLIES AND SERVICES

The parties agree that no officer, director or employee of the CONTRACTOR shall solicit or accept gratuities, favors, or any thing or service having monetary value, from persons or entities furnishing supplies or services purchased with funds provided pursuant to this AGREEMENT.

The parties agree that no officer, director or employee of the CONTRACTOR shall participate in the selection, procurement or administration of supplies or services when any of the following persons has a financial or other substantive interest in the supplier, or when any of the following persons is employed by or has an arrangement concerning prospective employment with the supplier: a current officer, director, incorporator or employee of the CONTRACTOR; a parent, spouse, spousal equivalent, sibling or child of a current officer, director, incorporator or employee of the CONTRACTOR; or a business partner of a current officer, director, incorporator or employee of the CONTRACTOR.

H. EQUAL ACCESS TO SERVICES

The parties agree that the CONTRACTOR shall not hinder access to services contemplated by this AGREEMENT on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability or marital status.

I. CLAIMS AND LITIGATION

The parties agree that the CONTRACTOR shall give prompt written notice to the STATE of any potential or actual claims, civil actions, judgments or liens against the CONTRACTOR arising from or pertaining to any service provided by the CONTRACTOR.

J. BANK ACCOUNTS

The parties agree that the CONTRACTOR shall deposit all funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT in a bank account within the State of New York. The CONTRACTOR shall direct and authorize any such bank to furnish to the STATE upon its request information or records pertaining to the account, and to transfer the balance of the funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT to the STATE upon its request. Any interest credited to the CONTRACTOR shall be reported by the CONTRACTOR to the STATE.

K. LIMITATION ON USE OF FUNDS

The parties agree that funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT shall not be used for the purchase of real property.

L. COPYRIGHT

The parties agree that the CONTRACTOR shall not copyright or attempt to copyright any written or other material produced by the CONTRACTOR wholly or partially with the funding contemplated by this AGREEMENT.

M. REFUND REPAYMENT

For refunds, a certified or bank check should be made out to: New York State Office of Victim Services.

N. DESIGNATE REFUND ADDRESS

Refunds checks should be addressed to:

Administrative Services Unit
NYS Office of Victim Services
AE Smith State Office Building
80 S. Swan Street, 2nd Floor
Albany, New York 12210

O. PROGRAM OFFICE ADDRESS

Notices to the State, as identified in Section I J of this Agreement, shall be addressed to:

Supervisor of Contracts
NYS Office of Victim Services
AE Smith State Office Building
80 S. Swan Street, 2nd Floor
Albany, New York 12210

Notices to the Contractor, as identified in Section I J of this Agreement, shall be addressed to the administrator identified by the Contractor and sent to the Contractor Primary Mailing Address listed on the face page of this Agreement

P. PAYMENT AND REPORTING

The amount of Scheduled Reimbursement described in Attachment D of this Agreement shall not exceed one-fourth (1/4) of the total contract amount designated in ATTACHMENT B-1 (BUDGET).

Q. MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE DIRECTORY

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>

R. 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.oqs.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.

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant

administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System

for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

-Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and

prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors

that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --

a. it represents that--

1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation ; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority

relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the work force), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

24. The Grantee agrees to submit a Subgrant Award Report (SAR) to OVC for each subgrantee of the VOCA victim assistance funds, within ninety (90) days of awarding funds to subgrantees. States and territories are required to submit this information through the automated system.

25. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a. be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);

- b. not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
- c. be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

26. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

27. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

28. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

29. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

30. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report

the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
32. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
33. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system

(currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Oneida County CAC

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 09/01/2017

To: 08/31/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$45,333.60	\$11,333.40	25 %	\$0.00	\$56,667.00
b) Fringe	\$23,740.25	\$5,937.56	25 %	\$0.00	\$29,677.81
Subtotal	\$69,073.85	\$17,270.96	25 %	\$0.00	\$86,344.81
2. Non Personal Services					
a) Contractual Services	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Travel	\$1,980.00	\$495.00	25 %	\$0.00	\$2,475.00
c) Equipment	\$21,966.40	\$5,491.60	25 %	\$0.00	\$27,458.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$23,946.40	\$5,986.60	25 %	\$0.00	\$29,933.00
TOTAL	\$93,020.25	\$23,257.56	25 %	\$0.00	\$116,277.81

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
Deputy Sheriff Patrol (Assigned to CAC as Investigator)	\$56,667.00	40	80	12	\$56,667.00
				Subtotal	\$56,667.00
TOTAL FRINGE					
					\$29,677.81
				PERSONAL SERVICES TOTAL	\$86,344.81

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

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
n/a		\$0.00
	TOTAL	\$0.00

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

TRAVEL - TYPE/DESCRIPTION	TOTAL
Travel Expenses Associated with Training	\$2,475.00
TOTAL	\$2,475.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
iRecord Universe IP Bases Recorder 2 rooms, 1 camera per room	\$19,458.00
FREDDIE Digital Intelligence	\$8,000.00
TOTAL	\$27,458.00

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME:

Oneida County CAC

CONTRACTOR SFS PAYEE NAME:

ONEIDA COUNTY OF

CONTRACT PERIOD:

From: 09/01/2017

To: 08/31/2018

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

Provide a high-level overview of the project, including the overall goal and desired outcomes. Include information such as location, target population, overall number of persons to be served, service delivery method and hours of operation.

In January 1990, a Child Sexual Abuse Task Force was established in Oneida County. In 1998, the Task Force was renamed the Child Advocacy Center (CAC). The CAC handles investigations of child sexual abuse in which the victim is under 17 years of age.

The Oneida County Department of Social Services developed the CAC in conjunction with the Oneida County District Attorney, and the four major law enforcement agencies in the County, the New York State Police, Oneida County Sheriff's Office, Utica Police Department and the Rome Police Department. In addition to investigators from these agencies, a Child Protective Supervisor and Child Protective Caseworkers round out the investigative staff. Forensic medical examinations are provided by trained medical professionals. Personnel from the Mohawk Valley provide counseling and mental health services to victims and family members. The Oneida County CAC is a 24-hour a day 7 day a week operation. There is an alternating on-call schedule for Investigators. When there is a need, we are there to help the victims of physical and sexual abuse. Currently the Oneida County Sheriff's Office has four employees assigned at the CAC; one Chief Deputy, one Sergeant and two Investigators. With the increase of cases over the last few years, we find the need for an additional investigator to help with the caseload currently at hand.

The CAC Goals are:

- Reduce the trauma to child victims during the investigative and court processes.
- Gather better evidence to pursue criminal indictments and prosecutions.
- Maintain records of reports, arrests, and convictions.
- Provide on-going training to the CAC staff and other service providers.
- Public service presentations to the community.
- Increase the number of victims, secondary victims and perpetrators receiving treatment.

Oneida County is a located in the heart of the state of New York, with a population of approximately 235,000. Of the 235,000 residents (according to the 2010

Census), approximately 25% of the population is under the age of 18. Oneida County consists of three cities, Utica, Rome and Sherrill; and 47 Towns and Villages, the majority of which are considered to be rural. The county has a total area of 1,258 square miles. The majority of the County is located in rural communities in which resources are not readily known there for making the services available to victims harder to obtain. The goal of the CAC is to increase the safety and well-being of children in these communities by dealing directly and immediately with physical and sexual abuse cases. With the number of cases that the CAC handles each year together with current staffing numbers and older equipment issues, we are finding it more and more difficult to reach the victims in a timely manner. The addition of another forensic investigator and new equipment for the investigations would help to relieve some of the current burdens the department has. The purchasing of computer forensic analysis equipment would allow the CAC investigators to provide more thorough investigations of child physical and sexual abuse on site. This will enable us to provide state of the art technology so that victim statements could be taken on site and used for prosecutions in processing these cases of sexual predators, helping to keep the children of Oneida County safe. As these cases of abuse to children increase, it is our goal to serve every child that needs and wants help through thorough investigations and prosecution of their predators. With an additional Investigator and updated equipment we believe that we can reach these goals.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1 01 - Victim Compensation Application and OVS Information

Tasks

1 Report the number of individuals will be assisted with a victim compensation application during the reporting period

Performance Measures

1 Report the number of individuals will be assisted with a victim compensation application during the reporting period - 700

Objective

2 02 - Information and Referral

Tasks

1 Report the number of individuals who will receive services in this objective

Performance Measures

1 Report the number of individuals who will receive services in this objective - 700

Tasks

2 Provide the number of times information about the criminal justice process will be given

Performance Measures

3 Provide the number of times information about victim rights, how to obtain notifications, etc. will be given

Performance Measures

1 Provide the number of times information about victim rights, how to obtain notifications, etc. will be given - 700

Tasks

4 Provide the number of times referral to other victim service programs will be given

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Tasks

- 5 Provide the number of times referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.) will be given

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Objective

3 03 - Personal Advocacy/Accompaniment

Tasks

1 Report the number of individuals who will receive services in this objective:

Performance Measures

1 Report the number of individuals who will receive services in this objective: - 700

Tasks

2 Provide the number of times victim advocacy/accompaniment to emergency medical care will be given

Performance Measures

Tasks

3 Provide the number of times victim advocacy/accompaniment to medical forensic exam will be given

Performance Measures

Tasks

4 Provide the number of times law enforcement interview advocacy/accompaniment will be given

Performance Measures

Tasks

5 Provide the number of times individual advocacy (assistance in applying for public benefits, return of personal property or effects) will be given

Performance Measures

Tasks

6 Provide the number of times the performance of medical forensic exam or interview, or medical evidence collection will be given

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Tasks

7 Provide the number of times immigration assistance (e.g., special visas, continued presence application, and other immigration relief) will be given

Performance Measures

Tasks

8 Provide the number of times intervention with employer, creditor, landlord, or academic institution will be given

Performance Measures

Tasks

9 Provide the number of times child or dependent care assistance (provided by agency) will be given

Performance Measures

Tasks

10 Provide the number of times transportation assistance (provided by agency) will be given

Performance Measures

Tasks

11 Provide the number of times interpreter services will be given

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Objective

4 04 - Emotional Support or Safety Services

Tasks

1 Report the number of individuals who will receive services in this objective

Performance Measures

Tasks

2 Provide the number of times crisis intervention (in-person, includes safety planning, etc.) will be given

Performance Measures

Tasks

3 Provide the number of times crisis intervention (in-person, includes safety planning, etc.) will be given

Performance Measures

Tasks

4 Provide the number of times on-scene crisis response (e.g., community crisis response) will be given

Performance Measures

Tasks

5 Provide the number of times individual counseling will be given

Performance Measures

Tasks

6 Provide the number of times support groups (facilitated or peer) will be given

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Tasks

7 Provide the number of times therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.) will be given

Performance Measures

Tasks

8 Provide the number of times emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic medications, durable medical e

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Objective

5 05 - Shelter/Housing Services

Tasks

1 Report the number of individuals who will receive services in this objective

Performance Measures

Tasks

2 Provide the number of times emergency shelter or safe house will be given

Performance Measures

Tasks

3 Provide the number of times transitional housing will be given

Performance Measures

Tasks

4 Provide the number of times relocation assistance will be given

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Objective

6 06 - Criminal/Civil Justice System Assistance

Tasks

1 Report the number of individuals who will receive services in this objective

Performance Measures

Tasks

2 Provide the number of times notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.) will be given

Performance Measures

Tasks

3 Provide the number of times victim impact statement assistance will be given

Performance Measures

Tasks

4 Provide the number of times assistance with restitution (includes assistance in requesting and when collection efforts are not successful) will be given

Performance Measures

Tasks

5 Provide the number of times civil legal attorney assistance in obtaining protection or restraining order will be given

Performance Measures

Tasks

6 Provide the number of times civil legal attorney assistance with family law issues (e.g., custody, visitation, or support) will be given

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

Tasks

7 Provide the number of times other emergency justice-related assistance will be given

Performance Measures

Tasks

8 Provide the number of times immigration attorney assistance (e.g., special visas, continued presence application and other immigration relief) will be given

Performance Measures

Tasks

9 Provide the number of times prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness) will be given

Performance Measures

Tasks

10 Provide the number of times law enforcement interview advocacy/accompaniment will be given

Performance Measures

Tasks

11 Provide the number of times criminal advocacy/accompaniment will be given

Performance Measures

Tasks

12 Provide the number of times other legal advice and/or counsel will be given

Performance Measures

ATTACHMENT C - WORK PLAN
DETAIL

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, Initial 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 25 percent (25%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (25%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement

Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

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 20 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 60 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.

Contract Number: # OVS01-C20030GG-1080200

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 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

There will be no advance payment allowed in Year 2 of the contract.



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi

Sheriff Robert M. Maciol

October 10, 2017

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

FN 20 17-373

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

PUBLIC SAFETY

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

Date 10/12/17

Dear County Executive Picente:

WAYS & MEANS

The Sheriff's Office is requesting that Oneida County approve the acceptance of a grant with the New York State Canal Corporation to patrol the NYS Canal System and Canalway trail. This Office has been awarded a grant of \$40,000 which requires matching funds. The Canal Corporation's portion to be granted to Oneida County will be \$40,000 and Oneida County's matching funds will be \$13,334, for a total program expense of \$53,334. This grant will expire March 31, 2018.

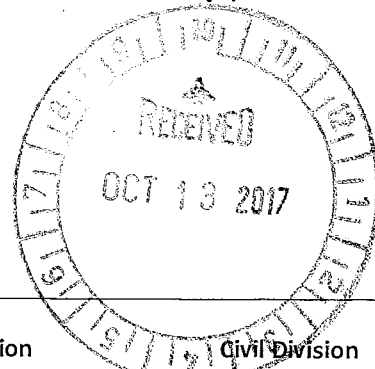
The monies obtained from this grant will be used to reimburse our expenses related to manpower costs and normal operating expenses such as gasoline while patrolling the NYS Canal System and the Canalway Trails to ensure that users of these systems comply with the NYS rules and regulations.

This Grant 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.

Sincerely,

Robert M. Maciol
Sheriff



Oneida County Department: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Grant)

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: NYS Canal Corporation
PO Box 189
200 Southern Blvd
Albany, NY 12201-01889

Title of Activity or Service: Canal and Canalway Trail Law Enforcement Matching Grant

Proposed Dates of Operation: April 1, 2017 – March 31, 2018

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: Marine Patrol of the Canal and Canalway Trails in Oneida County (approximately 32 miles east to west).

2) Program/Service Objectives and Outcomes: To establish frequent patrols of the Canalway Trails by ATV, Snowmobile and Mountain Bike Patrols, and Marine Patrol throughout the navigable season. This will be a deterrent to illegal activity and provide a proactive approach to keeping these areas safe and enjoyable for everyone's use.

3) Program Design and Staffing: This grant will allow for the funding to reimburse our expenses related to manpower costs and normal operating expenses, such as gasoline.

Total Funding Requested: \$53,334 Account: A3120 & A3315 (Revenue)

Oneida County Dept. Funding Recommendation: \$53,334 The County must provide matching funds of \$13,334 to receive this grant

Proposed Funding Sources (Federal \$/ State \$/County \$): State funds – 75% (\$40,000), County funds 25% (\$13,334).

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department/Office Staff Comments: This revenue will help to offset expenses incurred by patrolling the Canal and Canalway Trails in Oneida County.

NEW YORK STATE CANAL CORPORATION
Grant Agreement for
The **2017** Marine Patrol Grants
ONEIDA COUNTY SHERIFF'S OFFICE

THIS AGREEMENT (hereinafter "Agreement"), made this **1st** day of **April, 2017**, by and between the New York State Canal Corporation (hereinafter the "CANAL CORPORATION"), a subsidiary of the New York State Power Authority (hereinafter "Authority") created pursuant to §382 of the Public Authorities Law, with offices at 30 South Pearl, Albany, New York 12207 and the **Oneida County Sheriff's Office** (hereinafter the "LOCAL SPONSOR") with offices at **6065 Judd Rd., Oriskany, NY 13424**.

WITNESSETH:

WHEREAS, the CANAL CORPORATION is statutorily responsible for, among other things, operating, maintaining, improving, developing and promoting the 524-mile waterway known as the New York State Canal System; and

WHEREAS, in furtherance of these responsibilities, the CANAL CORPORATION wants to encourage police and public safety coverage on New York's Canals and Canalway Trail; and

WHEREAS, the CANAL CORPORATION does not have its own dedicated marine patrol but instead relies on local law enforcement; and

WHEREAS, the New York State Canal System has been designated a No Discharge Zone making it illegal to discharge sewage from vessels into the waterbody; and

WHEREAS, the LOCAL SPONSOR is eligible and has applied for funds to provide marine patrol services (hereinafter the "SERVICES") along the Canals and Canalway Trail; and

WHEREAS, the CANAL CORPORATION believes that police, public safety and environmental protection measures are most effective when set and administered at the local level, and desires to assist the LOCAL SPONSOR in partially funding such coverage along the Canal and Canalway Trail; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CANAL CORPORATION and the LOCAL SPONSOR hereby agree as follows:

1. Agreement Term: The term of this Agreement shall commence on **April 1, 2017** and shall terminate on **March 31, 2018**.
2. Agreement Amount: The CANAL CORPORATION agrees to make available to the LOCAL SPONSOR a sum not to exceed **\$40,000** (hereinafter the "GRANT"). This sum shall cover no more than **75%** of the total cost of the SERVICES.
3. Reimbursement Provisions:
 - a. Reimbursement shall be made to the LOCAL SPONSOR upon approval by the CANAL CORPORATION of vouchers executed by an authorized officer of the LOCAL SPONSOR accompanied by such receipts and documents verifying expenditures as may be required by the CANAL CORPORATION. Reimbursement requests shall include a certification by the LOCAL SPONSOR that the requested funds do not duplicate reimbursements for costs and services received from other sources.

- b. No more than two reimbursement requests will be accepted. The final voucher must be submitted within 30 days from the end of the Agreement.
- c. In no event will the CANAL CORPORATION process any reimbursement request that would cause the aggregate reimbursement for the SERVICES to exceed the GRANT amount set forth in paragraph 2 of this Agreement.
- d. The LOCAL SPONSOR shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce such records for examination by the CANAL CORPORATION. Records must be maintained so that they can be provided for examination at any time during the term of the Agreement and for a period of six (6) years after the termination of the Agreement.

4. Scope of Services:

Marine Patrol Services shall include:

- a. Enforcing all applicable laws, rules and regulations within the LOCAL SPONSOR'S authority and jurisdiction;
- b. Educating boaters on boating safety;
- c. Enforcing the Clean Vessel Act and educating boaters on the New York State Canal System's designation as a No Discharge Zone.

5. Representations Warranties and Covenants:

The LOCAL SPONSOR represents, warrants and covenants that:

- a. In conducting the SERVICES the LOCAL SPONSOR will patrol waters on, or contiguous to, the current and historical alignments of the New York State Canal System, and provide supporting documentation of doing so.
- b. All officers assigned to patrols of the Canal and Canalway Trail supported by CANAL CORPORATION funding shall have appropriate certifications and accreditations for the operation of equipment utilized in the course of their patrols.
- c. All vessels assigned to patrol the New York State Canal System and supported by CANAL CORPORATION funding shall have all required registrations and comply with the Clean Vessel Act.
- d. The GRANT shall be used solely for eligible expenses and no materials purchased with the GRANT will be used for any other purpose other than to provide the SERVICES.

6. Independent Contractor: LOCAL SPONSOR is and shall be, in all respects, an independent contractor in performing any services pursuant to this Agreement. In accordance with its status as an independent contractor, LOCAL SPONSOR covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the CANAL CORPORATION and that neither LOCAL SPONSOR nor its agents and employees shall make any claim, demand or application to or for any right' or privilege applicable to an officer or employee of the CANAL CORPORATION, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

7. Liability: LOCAL SPONSOR shall be responsible for all damage to life and property due to negligent or otherwise tortious or intentional acts, errors or omissions of LOCAL SPONSOR and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees in connection with this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Indemnification: The LOCAL SPONSOR shall indemnify, defend and protect and hold harmless the CANAL CORPORATION, the Authority and the State of New York, as their interests may appear, and their respective officers, directors, board members, agents, employees, successors and assigns, from all claims, suits, actions, damages, and costs of every name and description arising

out of the performance or non-performance by the LOCAL SPONSOR and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees of the SERVICES provided for in connection with this Agreement. Such indemnity and defense obligation shall not be limited by reason of enumeration of any insurance coverage herein provided and shall survive the expiration or termination of this Agreement.

9. Insurance: The LOCAL SPONSOR must procure prior to commencement of SERVICES under this Agreement and maintain until this Agreement is completed, insurance of the kinds and in the amounts specified below.

a. General Conditions:

- i. All insurance required by this Agreement shall be obtained at the sole cost and expense of the LOCAL SPONSOR.
- ii. All insurance required by this Agreement shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the CANAL CORPORATION, with an A.M. Best rating of "A-" or better. The CANAL CORPORATION may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Notwithstanding the foregoing, nothing herein shall be construed to require the CANAL CORPORATION to accept insurance placed with a non-authorized carrier under any circumstances.
- iii. All insurance required by this Agreement shall be primary to any CANAL CORPORATION self-insurance policy or CANAL CORPORATION self-insurance program, which shall be excess and non-contributory.
- iv. The LOCAL SPONSOR shall furnish CANAL CORPORATION with Certificate(s) of Insurance on ACORD Form 25, accompanied by the CANAL CORPORATION Supplemental Insurance Certificate, for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with CANAL CORPORATION insurance requirements set forth herein. A copy of every required Endorsement shall be furnished to CANAL CORPORATION. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board form forms as listed in Section and below.
- v. All policies, by specific endorsement, shall provide for written notice to the CANAL CORPORATION no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by mail to: New York Canal Corporation, 30 South Pearl Street, Albany, New York 12207.
- vi. If insurance policies utilized for CANAL CORPORATION projects contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Certificate(s) of Insurance and the CANAL CORPORATION Supplemental Insurance Certificate. Insurance policies with Deductibles in excess of \$50,000 will require review and approval by the CANAL CORPORATION. Additional security or other requirements may be imposed at the sole discretion of the CANAL CORPORATION.
- vii. Insurance policies with Self-Insured Retentions (SIRs) must receive prior approval by the CANAL CORPORATION. All applications for SIR approval must be submitted to the Authority's Office of Investments and Asset Management, indicate whether the program is administered by a third party and contain a complete description of the program. SIR programs in excess of \$50,000 must be administered by a third party administrator and must also meet additional security requirements. The CANAL CORPORATION at its sole discretion reserves the right to require the [Name or Contractor] to provide additional collateral or to reject the use of an SIR by the LOCAL SPONSOR. The LOCAL SPONSOR will be

solely responsible for all claims, expenses and loss payments within the retention limit.

- viii. The LOCAL SPONSOR shall provide certified copies of all declarations pages or of the insurance policies themselves, upon request by the CANAL CORPORATION, within twenty (20) days of such request.
 - ix. Failure of CANAL CORPORATION to demand such certificates, policies, endorsements, or other evidence of full compliance with CANAL CORPORATION insurance requirements, or failure of CANAL CORPORATION to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the LOCAL SPONSOR'S obligation to maintain such insurance.
 - x. Failure to maintain the required insurance and provide proof of such coverage to CANAL CORPORATION may, in CANAL CORPORATION'S sole discretion, result in termination of this Agreement, or in delay or stoppage of payments.
 - xi. At least two weeks prior to the expiration of any policy required by this Agreement, evidence of renewal or replacement policies of insurance with terms at least as favorable to the CANAL CORPORATION as the required minimum amounts set forth in Section 9(B)(a) must be furnished to the CANAL CORPORATION.
 - xii. By requiring insurance, CANAL CORPORATION does not represent that certain coverages and limits will necessarily be adequate to protect the LOCAL SPONSOR, and such coverages and limits shall not be deemed a limitation on the LOCAL SPONSOR'S liability under the indemnities granted to CANAL CORPORATION under any provision of this Agreement.
 - xiii. The LOCAL SPONSOR shall waive all rights against CANAL CORPORATION and its agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the CGL policy, Business Auto policy, and Umbrella policy, as required.
 - xiv. The LOCAL SPONSOR shall provide a copy of these CANAL CORPORATION Insurance Requirements to its insurance producer(s) and insurance carrier(s).
- b. Coverages:
- i. Commercial General Liability - the LOCAL SPONSOR shall maintain commercial general liability (CGL) insurance with no less than the following limits:
 - Each Occurrence Limit: \$1,000,000
 - General Aggregate: \$2,000,000
 - Products/Completed Operations Aggregate: \$2,000,000
 - Personal/Advertising Injury Liability: \$1,000,000
 - Fire Damage Legal Liability: \$100,000
 - Medical Expense \$5,000
 - The CANAL CORPORATION, AUTHORITY and the state of New York shall be included as an Additional Insured, using ISO' Additional Insured Endorsement CG 20 10 1 1 85 or its equivalent, under the CGL policy.
 - The CGL Policy shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the CANAL CORPORATION.
 - ii. Workers' Compensation — the LOCAL SPONSOR shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by New York State Worker's Compensation Law.
 - If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act Endorsement must be provided.
 - Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board.
 - A. C-105.2 — Certificate of Workers' Compensation Insurance
 - B. U-26.3 — Certificate of Workers' Compensation Insurance from the State Insurance Fund CSI-105/3-12

C. Certificate of Workers' Compensation Self Insurance.

- iii. Disability Benefits — the LOCAL SPONSOR shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by New York State Disability Benefits Law. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:
 - DB-120.1 — Certificate of Insurance Coverage under the New York State Disability Benefits Law
 - DB-155 — Certificate of Disability Self Insurance
 - CE-200 — Certificate of Attestation of Exemption
 - iv. Marine Protection and Indemnity Coverage — the LOCAL SPONSOR shall provide and maintain Marine Protection and Indemnity (MPI) coverage under a marine policy providing coverage for all marine operations under this Agreement, with a minimum limit of \$1 million per occurrence/\$2 million aggregate. The CANAL CORPORATION, AUTHORITY and the State of New York shall be endorsed as additional insureds under the policy.
 - v. Self Insurance: The LOCAL SPONSOR may elect to self-insure the CGL and/or MPI coverages with the approval of the CANAL CORPORATION. The approval to self-insure will be at the CANAL CORPORATION'S sole discretion. If the LOCAL SPONSOR self-insures, all of the provisions of the Grant relating to or affected by insurance required to be maintained by the LOCAL SPONSOR shall apply as if the LOCAL SPONSOR had in fact maintained policies of insurance in lieu of self-insurance, including, without limitation, benefits, if any, available to additional insureds. The CANAL CORPORATION, AUTHORITY and the state of New York shall receive the same coverage and protection under the LOCAL SPONSOR'S self-insurance as if it were named as an additional insured under the policies required pursuant to this section. The LOCAL SPONSOR will waive all subrogation rights under such self-insurance to the same extent such waiver is required under third party insurance.
10. Notices: All notices permitted or required to be given hereunder, except service of process as specified in Appendix A to this Agreement, shall be in writing and shall be transmitted using one of the following methods:
- a. certified or registered United States mail, return receipt requested;
 - b. facsimile transmission;
 - c. personal delivery;
 - d. expedited delivery service; or
 - e. electronic mail
11. Termination: This Agreement may be terminated at any time upon the mutual written consent of the CANAL CORPORATION and LOCAL SPONSOR. The CANAL CORPORATION may terminate this Agreement immediately, upon written notice of termination to the LOCAL SPONSOR, if the LOCAL SPONSOR fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
12. Severability Clause: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties thereto.
13. Standard Contract Clauses and Appendices Incorporated by Reference: LOCAL SPONSOR agrees to comply with all of the terms and conditions set forth in Appendix A attached hereto and expressly made a part of this Agreement as fully as if set forth at length herein.

Appendix A Standard Clauses
Exhibit 1 Supplemental Insurance Certificate (TA-W51343-9)

If any conflict or discrepancy should arise in the terms, conditions or technical documents of this Agreement or the interpretation thereof, the order of precedence for resolution shall be:
Appendix A
Agreement including all other Appendices

The CANAL CORPORATION certifies that copies of this signature page will be attached to all other exact copies of the contract.

LOCAL SPONSOR'S SIGNATURE MUST BE NOTARIZED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NEW YORK STATE CANAL CORPORATION

Oneida County Sherriff's Office

AGREED AND ACCEPTED:

Signature: John Canale
John Canale (Sep 6, 2017)

Email: john.canale@nypa.gov

Title: VP Strategic Supply Management

Company: New York Power Authority

(Name-Typed/Printed)

By: _____

(Name-Signed)

By: _____

(Name-Typed/Printed)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A
Standard Clauses

I. LIEN LAW

The attention of the Contractor* is specifically called to the provisions of Section 25 and Article 3A of the lien law of the State of New York, as amended, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Authority a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt; in full, furnish a bond satisfactory to the Authority, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

II. WORKER'S COMPENSATION LAW

A. The Contractor specifically agrees, as required by the New York Finance Law, Section 142 that:

- (1) He will secure Workers' Compensation for the benefit of, and keep insured during the Contract period, such employees as are required to be insured by the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.
- (2) The Contract shall be void and of no effect unless the Contractor complies with this section.

III. PAYMENT OF TAXES

- A. Except as provided in the following paragraphs of this section, the Contractor shall pay all applicable New York and local sales and compensating use taxes on sales to, or use by, the Contractor of tangible personal property and services employed by the Contractor in the performance of the Contract. The contractor shall include all costs in connection therewith in the applicable lump sums, unit process or other payment terms bid in the schedule. The Authority will not reimburse the Contractor for such taxes paid except taxes for which exemption is not provided by law which are part of actual expenses paid by the Contractor which the Contract expressly provided reimbursement for.
- B. Under the provisions of the New York State Sales and Compensating Use Tax Act, the Authority is an organization exempt from the payment of such state and municipal taxes on sales to the Authority of tangible property or services. The Authority is not required to furnish exemption certificates, and the Authority's contract may be accepted in lieu of an exemption certificate with the Contractor's copy as proof that the sales are exempt.
- C. Pursuant to New York State Law Sections 1115(a); 1116(a) and 1210(a), receipts from tangible personal property sold to a contractor, subcontractor or repairman for use in erecting a structure or building of the Authority or adding to, altering or improving real property, property or land of the Authority, as the terms real property, property or land are defined in the Real Property Tax Law, are exempt from the tax on retail sales imposed under Section 1105 of the Tax Law and the compensating use tax imposed under Section 1110 of the Tax Law and corresponding City and Country sales and use taxes; provided, however, such tangible personal property is to become an integral component of such structure, building or real property.
- D. Pursuant to Paragraph 12 of subdivision (a) of Section 1115 of the New York State Tax Law and Section 1210(a)(1) as it applies to cities of less than one million, receipts from machinery or equipment for the use or consumption, directly and predominantly in the production of tangible personal property, electricity or steam for sale by manufacturing, processing, generating or assembling (but not including parts with a useful life of one year or less or tools or supplies used in connection with such machinery, equipment or apparatus) are exempt from the tax on retail sales imposed under Section 1105 of the Tax Law, and the Compensating Use Tax imposed under Section 110 of the Tax Law, and imposed by any county (except one wholly a city) or city of less than one million.

- E. If Contractor is billed for any New York State or local sales or compensating use tax with respect to such machinery or equipment or with respect to such tangible personal property for use in erecting such structure or building and which is to become an integral component part of such structure, building or real property, he shall pay such tax under protest, preserving his right to a refund, and shall notify the Authority of any such payment within 15 days of making it. The Authority will assist the Contractor in obtaining a refund of any such tax. If any such tax is finally determined to be payable by the highest authority from which the Authority elects to seek a determination as to the legal necessity of such payment, the Authority will reimburse Contractor for the amount paid, including any penalty or interest.

If requested by Contractor, the Authority will reimburse the Contractor prior to such final determination for any such tax paid under protest upon assignment by Contractor to Authority of all Contractor's rights.

- F. The Contractor will not be paid as to any item of tax on the sale or use of tangible personal property which became an integral component part of such structure, building or real property unless he furnishes evidence that any such tax paid thereon under protest.

IV. STATE FINANCE LAW LOBBYING PROVISIONS

For purposes of this Section, "Contacts" shall mean any oral, written or electronic communication with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the procurement.

Pursuant to State Finance Law §§139-j and 139-k, restrictions are imposed on certain communications between the Authority and a Bidder/Contractor during the procurement process. A bidder/contractor is restricted from making Contacts from the earliest invitation for a bid or request for proposal through the final award and approval of the procurement contract by the Authority ("Restricted Period") to Authority employees, other than those designated for such purpose in the initial solicitation, unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Authority employees are also required to obtain certain information when Contacted during the Restricted Period. The Authority shall make a determination of the responsibility of the bidder/contractor in compliance with these two statutes. Certain findings of non-responsibility can result in a rejection for contract award and in the event of two findings within a four year period, the bidder/contractor is debarred from obtaining governmental procurement contracts.

V. OTHER APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, rules and regulations of such governments and governmental agencies as have jurisdiction with respect to its business and the work to be performed under this Contract. Violation of such rules and regulations, or conditions or practices prescribed thereby, occurring in the performance of the work hereunder by the Contractor shall not relieve the Contractor of any of his obligations set forth herein, and any penalties or expense resulting shall be the responsibility of the Contractor and not of the Authority.

VI. LABOR PROVISIONS

- A. The execution of the Contract by the Contractor binds him to the following specific requirements. The Contractor specifically agrees that:

- (1) No laborer, worker 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 included in this Contract shall be permitted or required to work more than 8 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.
- (2) The wages to be paid to, and the supplements (fringe benefits) to be provided for, the laborers, workers and mechanics so employed in the performance of the Contract shall be not less than the prevailing hourly rate wages and supplements listed in the prevailing rate schedules, if any, annexed to the specifications for the work, and any re-determinations, (updating) of such schedules by the Commissioner of Labor after the Contract is let. Such re-determination shall be deemed part of the contract to be effective as prescribed in the re-determination. The failure to have the initial prevailing rate schedules annexed to the specifications shall not relieve the Contractor,

subcontractor or other person from doing or contracting to do the work from the requirements with respect to paying and providing the prevailing wages and supplements.

- (3) In situations in which there are not sufficient laborers, workers and mechanics who may be employed to carry on expeditiously the work contemplated by the Contract and the immediate commencement or prosecution or completion without undue delay of the work is necessary for the preservation of the contract site and for the protection of the life and limb of the persons using same, such laborers, workers and mechanics shall be permitted or required to work more than 8 hours in any one calendar day; provided however, that upon application of the Contractor, the Authority shall have first certified to the Commissioner of Labor of the State of New York that such public work is of an important nature and that any delay in carrying it to completion would result in serious disadvantage to the public; and provided further that such Commissioner of Labor shall have determined that such an emergency does in fact exist, as provided in Subdivision 2 of Section 220 of the Labor Law.
- (4) Failure of the Authority to make certification to the Commissioner of Labor shall not entitle the Contractor to any damages whatsoever.
- (5) The Contractor and all subcontractors shall submit to the Authority, within thirty (30) days after issuance, of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The filing of the payrolls by the Contractor, with the Authority, as required by Labor Law Section 220, is a condition precedent to payment of any sums due and owing the Contractor for the work. The Contractor and each subcontractor shall furnish to the Authority on demand any other information required by the Authority to satisfy it that the provisions of the Labor Laws as to the hours of employment and rates of wages are being performed.
- (6) The Labor Law provides that the Contract shall be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than the stipulated wage scales as provided in Labor Law, Section 220, Subdivision 3 as amended.

B. The Contractor specifically agrees as required by the provisions of the Labor Law, Section 220-e as amended, that:

- (1) In hiring of employees for the performance of the work under this contract or any subcontract hereunder, neither he nor any of his subcontractors, nor any person acting on his or their behalf shall by reason of race, creed, color, disability, 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.
- (2) Neither her nor any of his subcontractors, nor any person acting on his or their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of the work under the Contract or a subcontract on account of race, creed, color, disability, sex or national origin.
- (3) There may be deducted from the amount payable to the Contractor by the Authority under the Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and the Contract may be cancelled or terminated by the Authority, and all monies 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.
- (4) The provisions of Section 220-e covering 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.

VII. NO COLLUSION OR FRAUD

Contractor hereby agrees that the only person interested as principal or principals in the proposal submitted by Contractor for this agreement are named therein, and that no person other than those mentioned therein, has any interest in the above-mentioned proposal or in the securing of the award and that this Contract has been secured without any connection with any person or persons other than those named and that the proposal is in all respects fair and was prepared and the Contract was secured without collusion or fraud and that neither any officer nor employee of the Authority has or shall have a financial

interest in the performance of the Contract of in the supplies, work or business to which it relates or in any portion of the profits thereof.

ACCEPTED AND AGREED TO:

NAME OF CONTRACTOR

Title: _____

Date: _____

NAME OF OFFICER-SIGNED

NAME OF OFFICER/PRINTED/TYPED

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Dawn Catera Lupi
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Sarah E. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca C. Kelleher
Archana Nayak

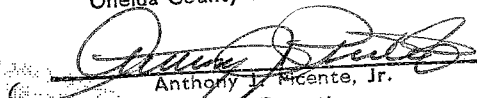
FN 20 17-374
PUBLIC SAFETY

October 13, 2017

WAYS & MEANS

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.
County Executive

Date 11/3/17

Dear Mr. Picente:

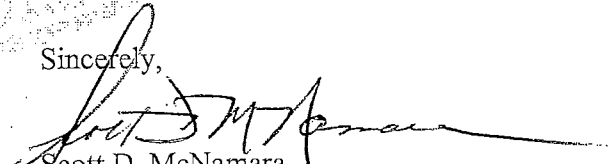
Enclosed is an Agreement between Oneida County and The John Finn Institute for Public Safety, Inc. The Finn Institute, an independent contractor, will operate as a planning group and will work together with our office to implement and coordinate strategies with the goal of reducing crime throughout Oneida County. The Institute will provide a researcher that is needed to assist the D.A.'s Office with crime intelligence analysis. This position is fully funded through the GIVE II grant award to the D.A.'s Office from the New York State Division of Criminal Justice Services.

If this meets with your approval, I am requesting that you forward this contract to the Board of Legislators for their action at your earliest convenience.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,


Scott D. McNamara
Oneida County District Attorney



SDM/jl
Enc.

Oneida County District Attorney

Competing Proposal:

Only Respondent

Sole Source RFP

Other

 X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The John F. Finn Institute for Public Safety, Inc.
421 New Karner Road
Albany, New York 12205

Title of Activity or Service: Consultant Services

Proposed Dates of Operation: 07/01/2017 – 06/30/2018

Client Population/Number to be Served: Oneida County Residents

Summary Statements:

1) Narrative Description of Proposed Services

The John F. Finn Institute for Public Safety, Inc. will operate as a planning group and will work together with the D.A.'s Office to implement and coordinate strategies with the goal to reduce crime throughout Oneida County. The Institute will provide a researcher that is needed to assist the D.A.'s Office with crime intelligence analysis. This position is fully funded through the Project GIVE II grant award to the D.A.'s Office from the New York State Division of Criminal Justice Services.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$62,870.00

Account #

A3038

A1165.495124

Oneida County Dept. Funding Recommendation: \$62,870.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

CRIME ANALYST AGREEMENT

THIS AGREEMENT (“Agreement”), made by and between THE JOHN F. FINN INSTITUTE FOR PUBLIC SAFETY, INC., a not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 421 New Karner Road, Albany, New York 12205 (hereinafter referred to as the “Institute”), and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the “County”), by and through the ONEIDA COUNTY DISTRICT ATTORNEY’S OFFICE, having its principal office located at 235 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as the “DA”), and acting on behalf of the ONEIDA COUNTY GIVE TASK FORCE (hereinafter referred to as the “Task Force”) (each individually referred to as a “Party,” and collectively, all shall be referred to as the “Parties”).

WHEREAS, the Task Force is supported by a grant from the New York State Division of Criminal Justice Services for Gun Involved Violence Elimination (“GIVE”); and

WHEREAS, the Task Force has agreed that it will operate as a planning group and will work with the Parties to implement and coordinate strategies with the goal to reduce gun violence throughout the County; and

WHEREAS, analysts are needed to assist the DA and the Task Force with crime intelligence analysis in support of GIVE initiatives; and

WHEREAS, the Institute is capable of providing the analysts necessary to perform the crime intelligence analysis; and

WHEREAS, the DA has accepted the Institute’s plan to provide the crime intelligence analysis to fulfill these needs; and

WHEREAS, the DA desires to enter into this Agreement with the Institute to more completely describe the Institute’s duties to be provided to supplement the Task Force.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the Parties agree as follows:

1. Services: The Institute shall perform the duties as defined in Exhibit A titled “GIVE Crime Analysis – Oneida County” which is attached hereto and made a part of this Agreement (such duties as specified in Exhibit A hereinafter shall be referred to as the “Services”).

2. Consideration: In consideration of the Services, the County will pay the Institute a sum of sixty-two thousand eight hundred and seventy dollars, (\$62,870.00), half of which, \$31,435.00, shall be due and payable upon execution of this Agreement, and the remaining half, \$31,435.00, shall be due and payable in January, 2018. Upon receipt of proper invoice for the second half of the payment in January, 2018, the County will pay the Institute within thirty (30) business days.
3. Term: The term of this Agreement is for one (1) year, and will become effective on July 1, 2017 and shall end June 30, 2018, subject to and in accordance with the terms of Exhibit A.
4. Amendments and Extensions: This Agreement may be amended upon mutual written consent of the Parties.
5. Publication: The Institute may have the right to publish the results of any research conducted under this Agreement, subject to the following conditions:
 - a. Such publications shall not be published until after the Services contemplated by this Agreement have been fully provided; and
 - b. Such publications shall not specifically or implicitly identify the municipalities or agencies in which the research was conducted.
6. Confidentiality:
 - a. The Institute agrees that it will keep strictly confidential all records and information provided to it whether provided directly or indirectly, orally, in writing, or by other means, and will only provide access to such records to those of its employees whose responsibilities cannot be accomplished without such access, and as may otherwise be required by law.
 - b. The Institute will advise these employees as to the confidential nature of these records and information, and the obligation not to release to anyone else, nor to discuss with anyone else, the contents of such records or such information, except as otherwise required by law. All such employees shall sign and acknowledge their understanding and acceptance of the confidentiality requirements contained in this paragraph.

- c. When in use, diligent steps shall be taken to minimize the risk of access to such records and information by unauthorized persons. Diligent steps shall include, but are not limited to, keeping such records and information under the personal observation and control of authorized individuals, or in a secure container.
 - d. When not in use, such records and information shall be maintained in a secure container, such as a locked drawer or file cabinet. Any record will be reproduced only to the minimum extent necessary, and the confidentiality of any such reproduced record will be protected in the same manner and to the same extent as the original.
7. Notices: Any notice to either Party hereunder must be in writing, signed by the Party giving it, and shall be served either personally or by registered mail addressed as follows:

TO THE INSTITUTE:

Robert E. Worden
Director
The John F. Finn Institute for Public Safety, Inc.
421 New Karner Road, Suite 12
Albany, New York 12203

TO THE DA:

Scott McNamara
Oneida County District Attorney
235 Elizabeth Street
Utica, New York 13501

WITH A COPY TO:

Oneida County- Law Department
800 Park Ave.
Utica, New York 13501

The Parties hereto may substitute or amend such addresses as needed, designated by notice. All notices become effective only when received by the addressee.

8. Assignment: The Institute may not assign its obligations under this agreement, nor any part of its interest in this Agreement, without the written consent of the County and the DA. Any assignment made without said consent shall be null and void.

9. Performance of Services:

- a. The Institute represents that it is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Services. The Institute shall use its best efforts to perform the Services such that the results are satisfactory to the County. The Institute shall be solely responsible for determining the location, method, details, and means of performing the Services, except where Federal, State, or Local Laws and Regulations impose specific requirements on performance of the same.
- b. The Institute may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Institute deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Institute shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State, or Local Laws and Regulations. The Institute shall expressly advise the Assistants of the terms of this Agreement.
- c. The Institute acknowledges and agrees that the Institute and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

10. Independent Contractor:

- a. It is expressly agreed that the relationship of the Institute to the County shall be that of an Independent Contractor. The Institute's employees and Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Institute, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that neither it, nor any of its employees or Assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. The Institute warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar Services to

other entities as a regular course of business. The Institute and the County agree that the Institute is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.

- c. The Institute's employees and Assistants shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; or c) absence due to attendance at school or special training or a professional convention or meeting.
- d. The Institute acknowledges and agrees that none of the Institute's employees or Assistants shall be eligible for any County employee benefits, including retirement membership credits.
- e. The Institute shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Institute or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Institute's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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 Institute shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Institute shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Institute's Independent Contractor status, it is agreed that both the County and the Institute 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.
- h. The Institute 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.

11. Indemnification: To the fullest extent permitted by applicable law, the Institute (the “Indemnifying Party”) shall indemnify and hold harmless, and at the County’s option, defend, Oneida County, the DA, and/or their 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 caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the Institute’s Authorized Personnel) arising out of or in connection with the exercise by the Institute or any of the Institute’s Authorized Personnel 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.

12. Insurance: The Institute shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

 - b. Workers’ Compensation and Employers Liability
 - i. Statutory limits apply.

c. Commercial Umbrella

- i. Umbrella limits must be at least \$1,000,000.
- ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

d. Waiver of Subrogation: The Institute waives all rights against the County and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

e. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

13. Expenses: The Institute is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, or other general operating expenses.

14. Training: Neither the Institute, nor its Assistants, shall be required to attend or undergo any training by the County. The Institute shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

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

The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

16. Advice of Counsel: Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
17. Entire Agreement: 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. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (GIVE Crime Analysis – Oneida County) and Exhibit B (Standard Contract Clauses Addendum), which are hereby incorporated into this Agreement by reference. No wavier, alterations, or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date indicated below.

The John F. Finn Institute for Public Safety, Inc.

By Robert E. Worden
Robert E. Worden
Director

Date 10/16/17

Oneida County

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

Date _____

Oneida County District Attorney's Office

By Scott D. McNamara
Scott D. McNamara, Esq.
Oneida County District Attorney

Date 10/26/2017

Approved

Alison Stanulevich
Alison Stanulevich
Assistant County Attorney

Exhibit A
GIVE Crime Analysis – Oneida County

Duties of the Institute:

GIVE – Crime Analyst

A full-time crime analyst employed by the John F. Finn Institute with NYS Crime Analyst certification shall work independently on-site at the Utica Police Department, and support law enforcement in their efforts to track and reduce Part 1 violent crime. The analyst will work with the Task Force to:

- improve the quality and quantity of gun and gang related data;
- analyze gun and gun-related activity, including, but not limited to, spatial analysis;
- generate the top gun offender list;
- prepare daily briefings for distribution to internal and external law enforcement personnel;
- perform analysis to support performance management of GIVE strategies;
- respond to ad hoc requests for information/intelligence that supports gun investigations and the work of the field intelligence officer;
- supervise the work of the crime analysts in the Oneida Crime Analysis Center;
- perform other analysis in support of law enforcement efforts to address gun violence;
- perform other analysis in support of law enforcement efforts to address aggravated assaults;
- identify evidence-based strategies relevant to the local environment and to bring to the attention of GIVE partners;
- coordinate and address routine information technology-related service issues and work with support vendors to derive solutions and operational improvements;
- perform analysis to fulfill monthly reporting requirement to NYS DCJS; and
- perform analysis and present findings at monthly GIVE meetings.



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

August 24, 2017

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

FN 20 17-375
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
PUBLIC SAFETY
County Executive
WAYS & MEANS Date 10/27/17

Dear County Executive Picente,

The 911 Center requests to enter into an Amendment to the Master Subscription Agreement Contract with Tiburon, Inc. that has been in effect from January 2014 and ends January 1, 2019.

This Amendment will allow Oneida County to delete the original Data Migration Services from the project, and modify this purchase under a separate IQ Subscription Service Use and License Agreement directly with TriTech Software Systems, now the parent company of Tiburon, Inc., in order to obtain much needed data migration services. There is no change in the overall cost to Oneida County.

No County dollars will be needed for the Amendment.

We also request approval from the Board of Legislators to enter into this Amendment.

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

Sincerely

Kevin W. Revere
Director of Emergency Services



Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators
Contract Summary

Name of & Address of Vendor: Tiburon Inc. / TriTech Software Systems
9477 Waples Street, STE 100
San Diego, CA 92121

Title of Activity or Services: Amendment of original Agreement with Tiburon to delete a portion of original services and add data migration services provided by Tiburon's now parent company, TriTech Software Systems

Proposed Dates of Operation: Upon Execution of Contract – 1/1/2019

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: Amendment to the Record Management System, Mobile Computer System, Law Enforcement Analytics, Law Enforcement Information Sharing System, all integrated with existing CAD System.

2). Program/Service Objectives and Outcomes: This Amendment will allow Oneida County to delete the original Data Migration Services from the project, and modify the original purchase under a separate IQ Subscription Service Use and License Agreement directly with Tiburon's parent company TriTech Software Systems.

3). Program Design and Staffing Level: N/A

Total Funding Requested: No additional county dollars are needed for this Amendment.

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: This is an Amendment to delete one portion of the services and amend the original Agreement to provide different services by Tiburon's now parent company, TriTech Systems Software. The total amount of County dollars committed does not change.

AMENDMENT ONE TO
MASTER SUBSCRIPTION AGREEMENT

This Amendment One (this “Amendment”) to the Master Subscription Agreement (the “Agreement”) dated August 16, 2013 between Tiburon, Inc. (“Tiburon”), with principal offices located at 9477 Waples Street, STE 100, San Diego, CA 92121, a TriTech Software Systems company (“TriTech”), and the County of Oneida through its Department of Emergency Services, , which is located at 800 Park Ave., Utica, NY 13501 (“Customer”) (referred to herein individually as a “Party,” or collectively as the “Parties”) is entered into effective as of the last date of signature below.

WHEREAS, the Agreement, attached as Exhibit E, includes clause 12.6 on page 6 relating to assignment of rights and obligations, which states: “Service Provider [Tiburon] may assign these Terms and Conditions in its entirety, without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns;” and

WHEREAS, TriTech is now the parent company of Tiburon, Inc., having acquired Tiburon, Inc. effective February 6, 2015; and

WHEREAS, TriTech and Tiburon work collectively to provide the full range of services listed in the Amendment and the Agreement; and

WHEREAS, the Agreement included the following Data Migration services (the “Original Data Migration Services”):

Data Migration from Archonix XRMS Data
Migration from Legacy Archonix Data
Migration from SJS Migration; and

WHEREAS, the Parties desire to modify completion and/or testing for E-Ticket, RIC1 submission, and the Intake Detention Module as further defined in Exhibit A attached hereto and incorporated into this Amendment by this reference; and

WHEREAS, Customer desires to delete the Original Data Migration Services from the project, and modify this purchase by entering into the IQ Subscription Service Use and License Agreement with TriTech, incorporated into this Amendment by this reference as Exhibit B.

NOW, THEREFORE, the Parties agree as follows:

1. Customer and Tiburon agree that the Original Data Migration Services will be deleted from the services to be provided under the original Agreement, and that the One Time Set-Up fee, as per the Agreement, will be reduced by \$45,502. The payment of this amount previously received for the One Time Set Up fee will be transferred by Tiburon to its parent company TriTech to be applied to the IQ Subscription Service Use and License

Agreement. Customer will see no change in price.

2. E-Ticket certification and testing, RIC1 submission testing, and the Intake Detention Module at Utica Police Department will be completed in accordance with Exhibit A attached hereto. Completion of the items identified in Exhibit A constitutes completion and acceptance of all contracted deliverables to be provided under the Agreement.
3. Exhibit C, incorporated into this Amendment by reference, details the new data migration services, as well as the project summary and cost allocation.
4. Data conversion will be completed in accordance with the template provided in Exhibit D, incorporated into this Amendment by reference.
5. Section 12.2 of the Agreement is amended to provide an updated notice address for Tiburon. The revised notice provision should contain the address:

Tiburon, Inc.
9477 Waples Street, STE 100
San Diego, CA 92121

6. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

COUNTY OF ONEIDA

TIBURON, INC.

Accepted By (Signature)

Accepted By (Signature)

Anthony J. Picente, Jr.

Printed Name

Printed Name

Oneida County Executive

Title

Title

Date

Date

Approved:

Alison Stanulevich, Assistant County Attorney

EXHIBIT A

1. E-ticket certification and testing:

Deliverable: Rome PD gains approval of e-ticket submission XML from DMV, State Police and OCA

Due Date: October 20, 2017

Timeline

- a. Tiburon provides updated software containing bar code fix by August 10, 2017.
- b. Rome PD works with DMV to approve submission with no critical errors by September 1, 2017.
- c. Rome PD works with State Police to approve submission with no critical errors by September 20, 2017.
- d. Rome PD works with OCA to approve submission with no critical errors by October 10, 2017.
- e. Rome PD signs Task Completion Report for this deliverable by October 20, 2017.

2. Completion of RIC I submission testing:

Deliverable: Rome PD exports one (1) arrest record to RIC I and receives mugshot in TE arrest record

Due Date: October 6, 2017

Timeline

- a. Tiburon provides updated software with fix for event number formatting by August 10, 2017.
- b. Rome PD will provide all feedback related to RIC I testing by August 21, 2017.
- c. Tiburon will complete critical kickbacks and provide updated software by September 15, 2017.
- d. Rome PD exports one (1) arrest record to RIC I and receives mugshot in TE arrest record by September 29, 2017.
- e. Rome PD signs Task Completion Report for this deliverable by October 6, 2017.

3. Completion of Intake Detention Module at Utica PD:

Deliverable: Tiburon completes intake detention module and Utica finds no critical errors

Due Date: September 5, 2017

Timeline

- a. Tiburon completes work based on Utica feedback and provides updated software by August 10, 2017.
- b. Utica PD will complete final testing of intake detention module by August 21, 2017.
- c. Utica PD finds no critical errors in the intake detention module by September 1, 2017.
- d. Utica PD signs Task Completion Report for this deliverable by September 5, 2017.



IQ Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems (hereinafter referred to as "TriTech") and the client named on the signature page attached hereto ("Client") as of the date that the quote accompanying this Agreement is executed by an authorized representative of both TriTech and the Client. TriTech and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

- A. Under the terms of this Agreement, TriTech will be responsible for providing the following services ("Services"):
- (i) Hosting TriTech's software ("Software") for its IQ online programs and corresponding module(s) as indicated on in Addendum 2;
 - (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;
 - (iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
 - (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");
 - (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
 - (vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;
 - (vii) Providing the Client with initial training as stated in Addendum 2; and
 - (viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
 - (ix) If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable IQ application.

- B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.
- C. This Agreement allows Client to use the Software located on TriTech's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In Addendum 2.

IV. Fees; Payment; Taxes.

- A. Implementation fees, and subscription fees for the Initial Term of this Agreement as set forth in Addendum 2 (\$45,501.84) have already been paid in full (see Amendment One dated [REDACTED] to the Master Subscription Agreement between Tiburon, Inc., a TriTech Software Systems company, and Client).
- B. Thereafter, annual subscription fees will be invoiced in accordance with the terms of this Agreement. Client shall pay the applicable subscription fees and charges set forth in the Renewal Notice (together, "Fees") to be provided prior to the end of each annual subscription term as further defined below.
- C. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users.
- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by TriTech pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) TriTech will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon TriTech's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data. TriTech will not return the data to the Client as the Client still retains the source data.
- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred

to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or confidential information without TriTech's prior written consent for any such disclosure.

- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.
- H. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services;

provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

- A. TriTech owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Subscription Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Indemnification.

Client shall indemnify and hold harmless TriTech from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by TriTech.

XI. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

XII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Oneida County
Department of Emergency Services
120 Base Rd.
Oriskany, NY 13424

B. Written Notices to TriTech:

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Attention: Contracts

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions.

XIV. Integration.

This Agreement contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

ONEIDA COUNTY

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Product Updates:

From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal TriTech Customer Service Hours, emergency support for IQ applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated user name and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail, FAX, or through TriTech's Support website. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

TriTech Service Commitment

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TriTech's recommended specifications, TriTech shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Security

- 1) TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

This matrix defines the support issues, response times and resolutions for the Client's licensed IQ software application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com. For IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com; IQ NEARme: omega-support@tritech.com.

Priority	Priority Definition	Response Times
<p>Priority 1 – Critical Priority</p>	<p>IQ Search and IQ Analytics. 24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> • The applicable IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The applicable IQ system is inoperable due to data loss or corruption caused by TriTech Software <p>This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's IQ workstations</p> <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911.</p> <p>Priority 1 issues must be called in via 800.987.0911 to receive this level of response.</p> <p>There are no Priority 1 issues for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
<p>Priority 2 – Urgent Priority</p>	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of IQ workstations). These Software Errors are defined in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Priority 2 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>

Priority	Priority Definition	Response Times
<p>Priority 3 - High Priority</p>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common IQ system functions. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • The IQ system is unable to transfer data from external system to IQ • The IQ system update causing system functions to be inoperative with no workaround <p>A significant number of IQ workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 3 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
<p>Priority 4 – Medium Priority</p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 4 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
<p>Priority 5 – Low Priority</p>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 5 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Client, TriTech's User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 – IQ and Analytics Critical Priority issues meeting the previously noted criteria are defined as follows:

- a. The IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.
- b. The IQ system is inoperable due to data loss or corruption caused by TriTech Software

There are no Priority 1 issues for IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, or IQ NEARme.

Special Note #2: Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

- a. The IQ System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
- b. The IQ system is unable to generate and render reports

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that TriTech Software Systems (referred to herein as "TriTech") is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Support Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information (“e-PHI”) that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

ADDENDUM 2

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
IQ Search 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00
<i>IQ Implementation Service Fee(s) Subtotal:</i>			<i>\$1,400.00</i>

Project Related Fees	Unit Price	Qty	Total Price
Project Management	\$5,145.84	1	\$5,485.84
Data Migration from Archonix Legacy to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Archonix XRMS to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Utica PD Pamet to IQ	\$12,252.00	1	\$12,252.00

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Project Total: \$45,501.84

Proposal/Sales Quotation

Quotation QUO-98167-8ZTHA8	Quotation Date: 8/03/2017 REV.
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General & Client Information

<p>Agency Name: Oneida Department of Emergency Services</p> <p>System Description: Oneida County - Data Conversion into IQ</p> <p>Client Contact: Kevin Revere</p> <p>Contact Phone: (315) 765-2526</p> <p>Contact Email: krevere@ocgov.net</p> <p>Expiration Date: 9/30/2017</p> <p>Presented By: Rob Lowers</p>	<p>Bill To: 120 Base Rd. Oriskany NY USA 13424</p> <p>Ship To: 120 Base Rd. Oriskany NY USA 13424</p>
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Project Products & Services

TriTech Implementation Service Fee(s)

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
IQ Search 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00

IQ Implementation Service Fee(s) Subtotal: **\$1,400.00**

TriTech Implementation Service Fee(s) Total: **\$1,400.00**

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$5,145.84	1	\$5,145.84
Data Migration from Archonix Legacy to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Archonix XRMS to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Utica PD Pamet to IQ	\$12,252.00	1	\$12,252.00

Project Related Fee(s) Total: **\$41,901.84**

Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Recurring Fee(s) (Year 1): \$2,200.00

Project Total: \$45,501.84

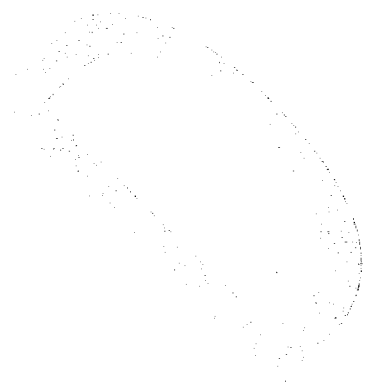
Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$45,501.84
		Sales Tax Amount: \$0.00

Quote Total: \$45,501.84

Recurring Fee(s) (Year 2)

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Recurring Fee(s) (Year 2): \$2,200.00



Summary Information & Project Notes

TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data sources Archonix (2 databases) and Pamet RMS into Inform IQ.

There may be situations where there are differences in the data used in the current system and the proposed TriTech system. Key issues to consider are the standardized data elements that are used by the respective systems and the data integrity rules used by the respective systems for minimum required data. These factors can impact a variety of data types.

TriTech understands the critical nature of the Client’s legacy RMS data and will work closely with subject matter experts at your agency. TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data source.

TriTech will provide a SQL database template that includes all data elements available in the Inform IQ data conversion. The template includes the most widely used fields and provides the greatest value for Inform IQ users.

Entity	Source	IQ Conversion
Master Person Indices (MPI)	Archonix Database	Master Persons only
	Pamet Database	associated to imported entities listed below
Arrest	Pamet Database	Arrest
Incidents	Pamet Database	Incidents
Warrant	Pamet Database	Warrants

Assumptions:

- » The Client is responsible for extracting the legacy data into the TriTech template. The Client will provide at least one initial extract of data for TriTech testing purposes, plus one final extract.
- » TriTech's Cost Proposal assumes the Client will complete the mapping of data between the legacy system and the proposed Inform system
- » During the data conversion process, TriTech will convert legacy data into the Inform IQ.
- » No Master Name resolution will occur as part of the data conversion. It is the client’s responsibility to perform any necessary MasterName resolutions prior to submitting the data to TriTech
- » Prior to go-live, the client will provide TriTech a final SQL Server backup of the populated template tables. Any data entered or modified in the legacy system after this point will require manual data entry and modification in the Inform IQ system post data conversion.
- » Multiple go-live dates will not be supported.
- » The client must populate all TriTech Application code tables prior to the final data conversion.

- » The Client must perform any necessary “data scrubbing” of their source data and code tables prior to delivery to TriTech. TriTech will assume that all data delivered is legitimate to use in the Data Conversions.
- » Only the fields identified in the Appendix are included as part of the data conversion.
- » The Client must provide a Subject Matter Expert (SME) and make them available for consulting throughout the project. Adequate client response and data sample feedback are critical to the success of the data conversion. Client failure to satisfy this requirement could result in project delays and/or unsatisfactory results.
- » Once TriTech has installed the initial TriTech IQ database and data entry software at the Agency, the Client will take appropriate steps to acquaint themselves with the modules included in the Data Conversion.
- » TriTech will provide an Operational Scenario Document (OSD) prior to executing the data conversion.
- » Existing TriTech projects or database fields will not be modified as part of the data conversion.
- » TriTech will provide the client with a detailed data conversion schedule that contains critical milestones that must be met by both the client and TriTech.

TriTech's Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the conversion.

Timely approval of documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech

TriTech's Cost Proposal does not include any products, services or other fees that might be assessed by the legacy system or any other third-party for enabling the integration as described.

Terms and Conditions

Payment terms are as follows

N/A – payment of \$45,502 previously received from Client for Data Migration Services under the Tiburon Master Subscription Agreement will be transferred to TriTech and applied to this Sales Order/Quotation.

Subscription License Terms:

The software included in this Proposal/Sales Quotation is provided on a subscription basis. All software and services quoted herein are governed by the terms of TriTech's Subscription Services License & Use Agreement, a copy of which is attached to this quote, unless a fully executed version of this agreement is already in place between your agency and TriTech.

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Quotation Issued by: Ann Conway Email: ann.conway@tritech.com Phone: (858) 799-7929	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

Purchase Order required and attached, reference PO# _____ on invoice.

No Purchase Order required to invoice.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Signature Client Authorized Representative

Title

Date

Interface Name:	Inform IQ Data Conversion		
Create Date:	2/23/17	Version:	1.0
Interface Description:	TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data sources Archonix (2 databases) and Pamet RMS into Inform IQ.		
Application:	Inform IQ	Language or Tool Used	Microsoft SQL

Incident

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Incident Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Incident			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input checked="" type="checkbox"/>	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[RMS_Case] Case Number
<input checked="" type="checkbox"/>	Case_Descripti on	[OPTIONAL] Stores a brief description of the case in the current record.		[RMS_Case] Case Description
	Notes:	May be defined in System Code Table Category {CASEDESC}.		
<input checked="" type="checkbox"/>	Investigate	[OPTIONAL] Stores a code describing if a case should be investigated or not.		[RMS_Case] Case Mgmt Status
<input checked="" type="checkbox"/>	Mgmt_Status_ Date	[OPTIONAL] The date the case was last updated		[Case Management] Mgmt Status Date
<input checked="" type="checkbox"/>	Submission_ Date	[OPTIONAL] Stores the date the report was submitted to the state.		Database Only
<input checked="" type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		CA:CT:MI:NI:TX.Incident Street Address IL.Location Of Incident WI.Address
	Notes:	Intersections can be represented using a '//' designator. Example: MAIN ST // SPRING ST		
<input checked="" type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident] Apartment
<input checked="" type="checkbox"/>	Case_Status	[OPTIONAL] Stores the user-defined code that best describes the current status of the incident in the current record.		[Incident] Case Status

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Incident] City
<input type="checkbox"/>	Date_Incident	[OPTIONAL] Stores the date on which the incident was perceived to be started.		[Incident] CA.Date/Time Started IL.Date/Time Occur From CT:MI:NI:TX:WI.Date Incident
<input type="checkbox"/>	Date_Incident_End	[OPTIONAL] Records the date the incident was perceived to be finished.		[Incident] CA.Date/Time &Ended IL.Date/Time Occur To CT:MI:NI:TX:WI.Date Incident End
<input type="checkbox"/>	Date_Report	[OPTIONAL] Stores the date the incident was reported to the agency.		[Incident] CA.Date/Time Reported IL.Date/Time On Scene CT:NI:TX:WI.Date Reported
<input type="checkbox"/>	Description	[OPTIONAL] Stores a brief description of the incident in the current record.		[Incident] CA:CT:NI:TX:WI.Brief Description of Incident IL:Description of Incident MI.Incident Description Database Only
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier used to segregate data in multi-agency installations.		
<input type="checkbox"/>	Narrative	[OPTIONAL] Used to create a narrative record of the Incident		[Narrative]
<input type="checkbox"/>	NarrativeImage	[OPTIONAL] Formatted text for the Narrative		[Narrative]
<input type="checkbox"/>	NarrativeOfficerDate	[OPTIONAL] The date the officer wrote the Narrative		[Narrative] Date/Time
<input type="checkbox"/>	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Incident] Officer_Id
<input type="checkbox"/>	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Incident] Officer Name
<input type="checkbox"/>	PO_Box	This field description should match the Officer_ID [OPTIONAL] Stores the Post Office Box Number for the address associated with the current record.		[Incident] PO Box
<input type="checkbox"/>	State	[OPTIONAL] The state/province portion of the address associated with the current record.		[Incident] State
Notes:		Must be defined in System Code Table Category {STT}.		
<input type="checkbox"/>	Zip	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Incident] Zip

Incident Offense Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Incident Offense			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Bias_Motivation	[OPTIONAL] Stores the user-defined code that best represent any Bias contributing to the commission of the current offense May be defined in System Code Table Category {BMC} or {BIA}.		[Incident Offense] CA:CT:MI:NI:TX:WI.Bias Motivated Crime IL.Bias Motivation Bias Motivations
Notes:				
<input type="checkbox"/>	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
<input type="checkbox"/>	Counts	[OPTIONAL] Stores the number of times the current offense was said to have been committed.		[Incident Offense] Counts
<input type="checkbox"/>	Felony_Misdemeanor	[OPTIONAL] Stores the user-defined code that best represents the general severity level of the current offense. May be defined in System Code Table Category {LEV}.		[Incident Offense] CA.Felony Misdemeanor IL.Fel/Mis
Notes:				
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Method_Of_Entry	[OPTIONAL] Stores the user-defined code that best represents means by which the suspect entered the structure where the current offense occurred.		[Incident Offense] Method Of Entry
<input type="checkbox"/>	Offense_Location	[OPTIONAL] Stores the location where the current offense was committed. For some states may be defined in System Code Table Category {LHC}.		[Incident Offense] Offense Location
Notes:				
<input type="checkbox"/>	Penal_Code	[OPTIONAL] State law (aka Penal Code, aka Statute) associated with the offense identified in current record.		[Incident Offense] CA.Penal Code TX.Statute CT:NI:WI.Statute IL.ILCS
<input type="checkbox"/>	Penal_Code_Description	[OPTIONAL] Stores the description for the state law stored in the penal_code field.		[Incident Offense] Penal Code Description Statute Description IL.CS Description NI.Statute Description
<input type="checkbox"/>	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record. If applicable the associated UCR_Class and SubClass will be derived from this value.		[Incident Offense] UCR Code
<input type="checkbox"/>	UCR_Code_Description	[OPTIONAL] Stores the description based upon the code stored in the UCR_Code field.		[Incident Offense] UCR Description
<input type="checkbox"/>	Weapon_Code	[OPTIONAL] Stores the user-defined code that represents a type of weapon used during the committing of the current offense. May be defined in System Code Table Category {WPN} or {WEAP}.		[Incident Offense] 1 Weapon Used
Notes:				

Incident Drug Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Incident Drug			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
<input type="checkbox"/>	Drug_Name	[OPTIONAL] Stores the name of the drug identified in Drug_Type		[Incident Drug] Drug Description
<input type="checkbox"/>	Drug_Type	[OPTIONAL] Identifier used to denote the type of drugs identified in current record.		[Incident Drug] Drug Code
Notes:		Must be defined in System Code Table Category {DRT}.		
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency specific identifier used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Measure	[OPTIONAL] Stores the user-defined code that best represents the unit of measurement used for the drug described in the current record		[Incident Drug] Measure
Notes:		Must be defined in System Code Table Category {DRM}.		
<input type="checkbox"/>	Quantity	[OPTIONAL] Stores the amount of the drug described in the current record		[Incident Drug] Quantity
<input type="checkbox"/>	Status	[OPTIONAL] Stored the user-defined code that best represents the current status of the drug described by the current record		[Incident Drug] Status
Notes:		May be defined in System Code Table Category {TOL}.		
<input type="checkbox"/>	Value	[OPTIONAL] Stores estimated street value of drug in current record.		[Incident Drug] Value Est Street Value

Incident Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Incident Name			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Incident Name] Address
<input type="checkbox"/>	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Incident Name] Age
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident Name] Apartment
<input type="checkbox"/>	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Incident Name] Business Name
<input type="checkbox"/>	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Incident Name] CA:MI.Cell Number IL:NI:TX.Cell Phone
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Incident Name] City
<input type="checkbox"/>	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name] Date Born
<input type="checkbox"/>	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Incident Name] CA:CT:NI.Person/Business IL:MI:TX.WI.Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
<input type="checkbox"/>	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name] Ethnicity
Notes:		Must be defined in System Code Table Category {ETH}.		
<input type="checkbox"/>	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Incident Name] Eye Color
Notes:		Must be defined in System Code Table Category {EYC}.		
<input type="checkbox"/>	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Incident Name] FBI Number
<input type="checkbox"/>	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Incident Name] Hair Color
Notes:		Must be defined in System Code Table Category {HAC}.		
<input type="checkbox"/>	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Incident Name] Height
<input type="checkbox"/>	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Incident Name] Involvement Type
Notes:		Must be defined in System Code Table Category {INA}.		
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Incident Name] License Number
<input type="checkbox"/>	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Incident Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
<input type="checkbox"/>	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
<input type="checkbox"/>	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name] Moniker
<input type="checkbox"/>	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Incident Name] Last Name
<input type="checkbox"/>	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Incident Name] First Name

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Incident Name] Middle Name
<input type="checkbox"/>	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Incident Name] Suffix
<input type="checkbox"/>	Phone1	[OPTIONAL] Primary phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:WI.Business. Phone 1 CA:CT:IL:MI:NI:TX:WI.Perso n.Home Phone
<input type="checkbox"/>	Phone2	[OPTIONAL] Additional phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:TX:WI.Busin ess.Phone 2 CA:CT:IL:MI:NI:TX:WI.Perso n.Work Phone
<input type="checkbox"/>	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Incident Name] Place of Birth
<input type="checkbox"/>	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Incident Name] PO Box
<input type="checkbox"/>	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Incident Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
<input type="checkbox"/>	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Incident Name] CA.State ID Number IL:MI:NI.SBI Number TX:WI.SID
<input type="checkbox"/>	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Incident Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
<input type="checkbox"/>	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Incident Name] CA.Complexion CT:IL:MI:NI:TX:WI.Skin Type
Notes:		Must be defined in System Code Table Category {SKN}.		
<input type="checkbox"/>	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Incident Name] SSN
<input type="checkbox"/>	State	[OPTIONAL] The state/province portion of the address		[Incident Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
<input type="checkbox"/>	Victim_Offend er_Relation	[OPTIONAL] Stores the user-defined code that best represents relationship of the person described in the current record if they are designated a victim and the Offender(s) of the current incident		[Incident Name] Victim Offender Relation
Notes:		Must be defined in System Code Table Category {REL}.		
<input type="checkbox"/>	Victim_Type	[OPTIONAL] Stores the user-defined code that best represents the type of victim described in the current record.		[Incident Name] Victim Type
<input type="checkbox"/>	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Incident Name] Weight
<input type="checkbox"/>	Zip	[OPTIONAL] Stores the zip code for the address		[Incident Name] Zip

Incident Name Bodymarks Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Name BodyMarks				
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Incident_Name_ID	[REQUIRED] Stores the ID of the Incident_Name (person) whose bodymark this belongs to.		Database Only
<input type="checkbox"/>	SMT	[OPTIONAL] Stores the scar, mark or tattoo code		[Scars Marks and Tattoos] SMT
<input type="checkbox"/>	Type_SMT	[OPTIONAL] A sub-type used to further describe the SMT		[Scars Marks and Tattoos] Identification Sub Type
<input type="checkbox"/>	SMT_Description	[OPTIONAL] Stores a brief description of scar, mark or tattoos on subject.		[Scars Marks and Tattoos] SMT Description
<input type="checkbox"/>	Description	[OPTIONAL] Text that describes the SMT		[Scars Marks and Tattoos] Description
<input type="checkbox"/>	Location	[OPTIONAL] The location of the SMT on the body		[Scars Marks and Tattoos] Body Location

Incident Property Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Property				
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
<input type="checkbox"/>	Color	[OPTIONAL] Stores the observed color of the current piece of property.		[Incident Property] CA:IL:NI:WI.Color MI.Property Color
<input type="checkbox"/>	Class	[OPTIONAL] Stores the user-defined code that best represents the general category of the current piece of property.		[Incident Property] Class
Notes:	Must be defined in System Code Table Category {PRO}.			

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Date_Recovered	[OPTIONAL] Stores the date on which the current piece of property was recovered.		[Incident Property] CA.Date/Time Recovered CT:MI:NI:TX:WI.Date Recovered IL.Date and Time Recovered
<input type="checkbox"/>	Description	[OPTIONAL] User supplied brief description of the property described in the current record.		[Incident Property] Property Description Database Only
<input type="checkbox"/>	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose property this belongs to.		Database Only
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Make	[OPTIONAL] Stores the make information for the current piece of property.		[Incident Property] Make
<input type="checkbox"/>	Model	[OPTIONAL] Stores the model information for the current piece of property.		[Incident Property] Model
<input type="checkbox"/>	Quantity_Si	[OPTIONAL] Stores the number of pieces of property are being described by the current record.		[Incident Property] Quantity
<input type="checkbox"/>	Serial	[OPTIONAL] Stores the serial number for the current piece of property		[Incident Property] Serial
<input type="checkbox"/>	Status	[OPTIONAL] Stores the user-defined code that best represents the current physical status for the current piece of property.		[Incident Property] Status
Notes:		Must be defined in System Code Table Category {STATUS}.		
<input type="checkbox"/>	Value_Mn	[OPTIONAL] Stores the initial value of the property prior to involvement in the current incident.		[Incident Property] CA:CT:NI:TX:WI.Property Value IL.Value

Incident Vehicle Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Incident Vehicle			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
<input type="checkbox"/>	Color	[OPTIONAL] Stores the described primary color for the current vehicle.		[Incident Vehicle] Color
<input type="checkbox"/>	Comments	[OPTIONAL] Stores any additional user freeform observations concerning the current vehicle.		[Incident Vehicle] Comments
<input type="checkbox"/>	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose vehicle this belongs to.		Database Only
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Make	[OPTIONAL] Stores the user-defined code that best represent the current vehicle's make.		[Incident Vehicle] Make
Notes:		May be defined in System Code Table Category {VMA}.		

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Model	[OPTIONAL] Stores the user-defined code that best represents the model of the current vehicle.		[Incident Vehicle] Model
<input type="checkbox"/>	Plate_Number	[OPTIONAL] License plate number associated with the vehicle identified in current record.		[Incident Vehicle] License Plate
<input type="checkbox"/>	Plate_State	[OPTIONAL] Stores the state for which the license plate was issued for the vehicle contained in current record.		[Incident Vehicle] State of Plate
Notes:		Must be defined in System Code Table Category {STT}.		
<input type="checkbox"/>	Plate_Year	[OPTIONAL] Stores the year of the license plate associated with the current vehicle.		[Incident Vehicle] Year of Plate
<input type="checkbox"/>	Recovered_Date	[OPTIONAL] Stores the date the current vehicle was recovered.		[Incident Vehicle] When Recovered or Database Only
<input type="checkbox"/>	Recovery_Code	[OPTIONAL] Stores the user-defined code that best describes the relationship between where the current vehicle was stolen and where it was recovered.		[Incident Vehicle] Vehicle Recovery or Database Only
Notes:		Must be defined in System Code Table Category {RECVEH}.		
<input type="checkbox"/>	Recovery_Value	[OPTIONAL] Stores the estimated value of the current vehicle after recovery from the current incident.		[Incident Vehicle] Recovery Value or Database Only
<input type="checkbox"/>	Status	[OPTIONAL] Stores the user-defined code that best represents the current vehicles disposition status.		[Incident Vehicle] Status
Notes:		Must be defined in System Code Table Category {SC}.		
<input type="checkbox"/>	Stored_At	[OPTIONAL] Stores the current location of the vehicle after being impounded.		[Incident Vehicle] Stored At
<input type="checkbox"/>	Style	[OPTIONAL] Stores the user-defined field that best represents the current vehicle's general style.		[Incident Vehicle] Style
Notes:		May be defined in System Code Table Category {STY}.		
<input type="checkbox"/>	Vehicle_Type	[OPTIONAL] Stores the vehicle type identifier vehicle contained in current record.		[Incident Vehicle] Vehicle Type
Notes:		Must be defined in System Code Table Category {VT}.		
<input type="checkbox"/>	VIN	[OPTIONAL] Stores the unique Vehicle Identification Number for the current vehicle.		[Incident Vehicle] VIN
<input type="checkbox"/>	Year	[OPTIONAL] Stores the current vehicles year of manufacture.		[Incident Vehicle] Year
<input type="checkbox"/>	Address	[OPTIONAL] The vehicle's owner's house number and street name for the address associated with the current record.		[Incident Vehicle] CA:CT:IL:NI:TX:WI.Address MI.1 Address
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the vehicle's owner's apartment number for the address associated with the current record.		[Incident Vehicle] Apartment
<input type="checkbox"/>	Business_Name	[OPTIONAL] Stores the vehicle's owner's name of the business contained in the current record.		[Incident Vehicle] Business Name
<input type="checkbox"/>	City	[OPTIONAL] Vehicle's owner's city field for address associated with the current record.		[Incident Vehicle] City
<input type="checkbox"/>	Date_Born	[OPTIONAL] Stores the date of birth of the vehicle's owner contained in the current record.		[Incident Vehicle] Date Born

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Entry_Type	[OPTIONAL] Vehicle owner's Identifier used to determine if current record contains data pertaining to a person or business.		[Incident Vehicle] CT:TX.Person/Business CA:IL:MI:WI.Entry Type Database Only
<input checked="" type="checkbox"/>	Master_Name_Link	[OPTIONAL] Used to associate the vehicle owner with theMaster_Name table.		
<input checked="" type="checkbox"/>	Name_Last	[OPTIONAL] Stores the vehicle's owner's last name identified in the current record.		[Incident Vehicle] Last Name
<input checked="" type="checkbox"/>	Name_First	[OPTIONAL] Stores the vehicle's owner's first name identified in the current record.		[Incident Vehicle] First Name
<input checked="" type="checkbox"/>	Name_Middle	[OPTIONAL] Stores the vehicle's owner's middle name identified in the current record.		[Incident Vehicle] Middle Name
<input checked="" type="checkbox"/>	Name_Suffix	[OPTIONAL] The Suffix such as Jr, III etc. of the vehicle's owner associated with the current record.		[Incident Vehicle] Suffix
<input checked="" type="checkbox"/>	Phone1	[OPTIONAL] Vehicle's Owner's primary phone number identified in the current record.		[Incident Vehicle] Phone
<input checked="" type="checkbox"/>	Phone2	[OPTIONAL] Alternate phone number vehicle's owner identified in the current record.		[Incident Vehicle] Phone2
<input checked="" type="checkbox"/>	PO_Box	[OPTIONAL] Stores the vehicle's owner's Post Office Box Number associated with the current record.		[Incident Vehicle] PO Box
<input checked="" type="checkbox"/>	SSN	[OPTIONAL] Stores the social security number of the owner of the vehicle contained in the current record.		Database Only
<input checked="" type="checkbox"/>	State	[OPTIONAL] The vehicle's owner's state/province portion of the address associated with the current record.		[Incident Vehicle] State
<input checked="" type="checkbox"/>	Zip	Must be defined in System Code Table Category {STT}. [OPTIONAL] Stores the vehicle's owner's zip code for the address associated with the current record.		[Incident Vehicle] Zip

Incident Narrative Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Incident Narratives			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input checked="" type="checkbox"/>	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
<input checked="" type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier used to segregate data in multi-agency installations.		Database Only
<input checked="" type="checkbox"/>	Narrative	[REQUIRED] The incident narrative		[Narrative]
<input checked="" type="checkbox"/>	NarrativeImage	[REQUIRED] Formatted text for the Narrative		[Narrative]
<input checked="" type="checkbox"/>	OfficerDate	[OPTIONAL] The date the officer wrote the Narrative		[Narrative] Date/Time
<input checked="" type="checkbox"/>	OfficerID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Narrative] Officer ID

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	OfficerName	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record. This field description should match the Officer_ID		[Narrative] Officer Name
<input checked="" type="checkbox"/>	SupervisorDate	[OPTIONAL] The date the supervisor reviewed the Narrative		[Narrative] Date/Time
<input checked="" type="checkbox"/>	SupervisorID	[OPTIONAL] Stores the jurisdiction-specific identification number for the supervising officer		[Narrative] Supervisor ID
<input checked="" type="checkbox"/>	SupervisorName	[OPTIONAL] Stores the name of the police officer associated with the ID entered in the SupervisorID field.		[Narrative] Supervisor Name
<input checked="" type="checkbox"/>	Supplement	[OPTIONAL] Stores whether or not this narrative is the primary narrative or a supplement to the incident		[Narrative] Supplement

Arrest

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Arrest Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Arrest			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input checked="" type="checkbox"/>	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Arrest] Case Number
<input checked="" type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest] Arrest Address
Notes:	Intersections can be represented using a '//' designator. Example: MAIN ST // SPRING ST			

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest] Apartment
<input type="checkbox"/>	Arresting_Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Arrest] CA.Arresting/Holding Officer ID IL.Officer ID 1 WI. Officer_Id 2
<input type="checkbox"/>	Arresting_Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Arrest] Arresting/Holding Officer Name
Notes:		This field description should match the Arresting_Officer_ID		
<input type="checkbox"/>	Booking_Date	[OPTIONAL] Stores the date the Arrestee was booked		[Arrest] CA:CT:IL:MI.Booking Date TX:WI.Date Booked
<input type="checkbox"/>	Booking_Officer_ID	[OPTIONAL] Stores the user-defined value for the identification number for the officer booking the arrestee for the current arrest.		[Arrest] Booking Officer ID
<input type="checkbox"/>	Booking_Officer_Name	[OPTIONAL] Stores the name associated with the ID in the Booking_Officer_Id field.		[Arrest] Booking Officer Name
Notes:		This field description should match the Booking_Officer_ID		
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current Record.		[Arrest] City
<input type="checkbox"/>	Date_Arrest	[OPTIONAL] Stores the date the subject was arrested.		[Arrest] Date Arrest
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Reason	[OPTIONAL] Stores the user-defined code that best describes the reason for the arrest.		[Arrest] Reason
Notes:		Must be defined in System Code Table Category {REA}.		
<input type="checkbox"/>	State	[OPTIONAL]The state/province portion of the address associated with the current record.		[Arrest] State
<input type="checkbox"/>	Status	[OPTIONAL] Stores the code that best represents the status of the current arrest.		[Arrest] Status
<input type="checkbox"/>	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest		[Arrest] Transaction Number
<input type="checkbox"/>	Type_Arrest	[OPTIONAL] Stores user-defined code that best describes the type of arrest performed.		[Arrest] Type Arrest
<input type="checkbox"/>	Warrant_Number	[OPTIONAL] Stores the warrant number associated to the current arrest.		[Arrest] Warrant Number
<input type="checkbox"/>	ZIP	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Arrest] Zip

Arrest Charge Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Arrest Charge			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
<input type="checkbox"/>	Charge_Code	[OPTIONAL] Stores the charge, penal or statute code.		[Arrest Charge] CA.PC/Charge TX.Statute
<input type="checkbox"/>	Charge_Code_Description	[OPTIONAL] Stores a description of the given charge, penal or statute code		[Arrest Charge] Statute Description
<input type="checkbox"/>	Charge_Count	[OPTIONAL] Stores the number of counts associated with the current charge		[Arrest Charge] Counts
<input type="checkbox"/>	Court_Docket	[OPTIONAL] Stores the court docket number.		Database Only
<input type="checkbox"/>	Felony_Misdemeanor	[OPTIONAL] Stores the user-defined code that best describes the current charges felony or misdemeanor status		[Arrest Charge] Fel/Mis
<input type="checkbox"/>	Notes:			
<input type="checkbox"/>	Jurisdiction	May be defined in System Code Table Category {LEV}. [REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest		Database Only
<input type="checkbox"/>	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Arrest Charge] CA.Code CT:IL:MI:TX:WI.UCR Code
<input type="checkbox"/>	UCR_Code_Description	[OPTIONAL] Stores Uniform Crime Reporting description. Populated from UCR_Code.		[Arrest Charge] CA:IL:TX.Offense Description CT.Statute Description MI.UCR Code Description WI.UCR Description

Arrest Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Arrest Name			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest Name] Address
<input type="checkbox"/>	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Arrest Name] Age
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest Name] Apartment

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Arrest Name] Business Name
<input type="checkbox"/>	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Arrest Name] Cell Phone
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Arrest Name] City
<input type="checkbox"/>	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Date Born
<input type="checkbox"/>	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Arrest Name] Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
<input type="checkbox"/>	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Ethnicity
Notes:		Must be defined in System Code Table Category {ETH}.		
<input type="checkbox"/>	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Arrest Name] Eye Color
Notes:		Must be defined in System Code Table Category {EYC}.		
<input type="checkbox"/>	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Arrest Name] FBI Number
<input type="checkbox"/>	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Arrest Name] Hair Color
Notes:		Must be defined in System Code Table Category {HAC}.		
<input type="checkbox"/>	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Arrest Name] Height
<input type="checkbox"/>	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Arrest Name] Involvement Type
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Arrest Name] License Number
<input type="checkbox"/>	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Arrest Name] State
<input type="checkbox"/>	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
<input type="checkbox"/>	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Moniker
<input type="checkbox"/>	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Arrest Name] Last Name
<input type="checkbox"/>	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Arrest Name] First Name
<input type="checkbox"/>	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Arrest Name] Middle Name
<input type="checkbox"/>	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Arrest Name] Suffix

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Phone1	[OPTIONAL] Main phone number for the person/business		[Arrest Name] CA:CT:MI:TX:WI.Phone IL.Home Phone Database Only
<input checked="" type="checkbox"/>	Phone2	[OPTIONAL] Additional phone number for the person/business		
<input checked="" type="checkbox"/>	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Arrest Name] Place of Birth
<input checked="" type="checkbox"/>	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Arrest Name] PO Box
<input checked="" type="checkbox"/>	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Arrest Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
<input checked="" type="checkbox"/>	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Arrest Name] SBI Number
<input checked="" type="checkbox"/>	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Arrest Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
<input checked="" type="checkbox"/>	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		Database Only
Notes:		Must be defined in System Code Table Category {SKN}.		
<input checked="" type="checkbox"/>	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Arrest Name] SSN
<input checked="" type="checkbox"/>	State	[OPTIONAL] The state/province portion of the address		[Arrest Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
<input checked="" type="checkbox"/>	Transaction_N umber	[REQUIRED] Stores the booking or transaction number for the arrest		Database Only
<input checked="" type="checkbox"/>	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Arrest Name] Weight
<input checked="" type="checkbox"/>	Zip	[OPTIONAL] Stores the zip code for the address		[Arrest Name] Zip

Masters

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

MasterName Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Master_Name			
<input type="checkbox"/>	Master_Name_Link	[REQUIRED] A Unique ID that is used by other modules to reference a Master_Name.		Database Only
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
<input type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Master Name] Address
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Master Name] Apartment
<input type="checkbox"/>	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Master Name] Business Name
<input type="checkbox"/>	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Master Name] Cell Phone
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Master Name] City
<input type="checkbox"/>	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Date Born
<input type="checkbox"/>	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Master Name] Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
<input type="checkbox"/>	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Ethnicity
Notes:		Must be defined in System Code Table Category {ETH}.		
<input type="checkbox"/>	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Master Name] Eye Color
Notes:		Must be defined in System Code Table Category {EYC}.		
<input type="checkbox"/>	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Master Name] FBI Number
<input type="checkbox"/>	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Master Name] Hair Color
Notes:		Must be defined in System Code Table Category {HAC}.		
<input type="checkbox"/>	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Master Name] Height
<input type="checkbox"/>	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Master Name] License Number
<input type="checkbox"/>	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Master Name] State
<input type="checkbox"/>	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Moniker
<input type="checkbox"/>	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Master Name] Last Name

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Master Name] First Name
<input type="checkbox"/>	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Master Name] Middle Name
<input type="checkbox"/>	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Master Name] Suffix
<input type="checkbox"/>	Phone1	[OPTIONAL] Primary phone number for the person/business		[Master Name] CA:CT:IL:MI:NI:WI.Business. Phone 1 CA:CT:IL:MI:NI:TX:WI.Perso n.Home Phone
<input type="checkbox"/>	Phone2	[OPTIONAL] Additional phone number for the person/business		[Master Name] CA:CT:IL:MI:NI:TX:WI.Busin ess.Phone 2 CA:CT:IL:MI:NI:TX:WI.Perso n.Work Phone
<input type="checkbox"/>	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Master Name] Place of Birth
<input type="checkbox"/>	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Master Name] PO Box
<input type="checkbox"/>	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Master Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
<input type="checkbox"/>	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Master Name] SBI Number (State ID)
<input type="checkbox"/>	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Master Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
<input type="checkbox"/>	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Master Name] Skin Type
Notes:		Must be defined in System Code Table Category {SKN}.		
<input type="checkbox"/>	SMT_Yes_No	[OPTIONAL] Indicates there is at least one SMT in the Master_Name_BodyMarks table for this peron.		[[Database Only]
<input type="checkbox"/>	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Master Name] SSN
<input type="checkbox"/>	State	[OPTIONAL] The state/province portion of the address		[Master Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
<input type="checkbox"/>	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Master Name] Weight
<input type="checkbox"/>	Zip	[OPTIONAL] Stores the zip code for the address		[Master Name] Zip

MasterNameAlias Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Master_Name_Alias			
<input type="checkbox"/>	Master_Name_Link	[REQUIRED] A referenc back to the Master_Name table		Database Only
<input type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Alias Records] Address
<input type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Alias Records] Apartment
<input type="checkbox"/>	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Alias Records] Business Name
<input type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Alias Records] City
<input type="checkbox"/>	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Date Born
<input type="checkbox"/>	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Alias Records] Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
<input type="checkbox"/>	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Moniker
<input type="checkbox"/>	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Alias Records] Last Name
<input type="checkbox"/>	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Alias Records] First Name
<input type="checkbox"/>	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Alias Records] Middle Name
<input type="checkbox"/>	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Alias Records] Suffix
<input type="checkbox"/>	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Alias Records] PO Box
<input type="checkbox"/>	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Alias Records] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
<input type="checkbox"/>	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Alias Records] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
<input type="checkbox"/>	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Alias Records] SSN
<input type="checkbox"/>	State	[OPTIONAL] The state/province portion of the address		[Alias Records] State
Notes:		Must be defined in System Code Table Category {STT}.		
<input type="checkbox"/>	Zip	[OPTIONAL] Stores the zip code for the address		[Alias Records] Zip

Master Name Alerts Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Master_Name_MN_Alert			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
<input checked="" type="checkbox"/>	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
<input checked="" type="checkbox"/>	MN_Alert	[REQUIRED] The title of the alert		[Name Alerts] Alert Title
<input checked="" type="checkbox"/>	Alert_Narr	[REQUIRED] Text describing the alert		[Name Alerts]

Master Name BodyMarks Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Master_Name_BodyMarks			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
<input checked="" type="checkbox"/>	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
<input checked="" type="checkbox"/>	SMT	[OPTIONAL] The type of SMT (Birthmark, scar, tattoo, etc.)		[Scars Marks and Tattoos] SMT
Notes:		Must be defined in image Code Table Category {SMT}.		
<input checked="" type="checkbox"/>	Type_SMT	[OPTIONAL] Provides further identification for the SMT type.		[Scars Marks and Tattoos] Identification Sub Type
Notes:		Must be defined in image Code Table. Category is dependent on SMT value{ ABP, MCD, MDI, PO, TATTOO}		
<input checked="" type="checkbox"/>	SMT_Description	[OPTIONAL] The full description of the SMT		[Scars Marks and Tattoos] SMT Description
<input checked="" type="checkbox"/>	Description	[OPTIONAL] A description of the SMT		[Scars Marks and Tattoos] Description
<input checked="" type="checkbox"/>	Location	[OPTIONAL] The location on the body where the SMT is located		[Scars Marks and Tattoos] Body Location
Notes:		Must be defined in image Code Table Category {BOD}.		

Warrant

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Warrant Mapping

Conv ert?	DB/Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Warrant			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Warrant] Associated Case Number
<input type="checkbox"/>	Associated_Num	[OPTIONAL] Stores additional user defined warrant tracking number		[Warrant] Num - 1
<input type="checkbox"/>	Associated_Num_Type1	[OPTIONAL] Stores user defined code that best describes the additional tracking identifier stores in Associated_Num and associated with the current warrant		[Warrant] Number Type 1
Note s:		Must be defined in System Code Table Category {WARRANTNUMBERTY}.		
<input type="checkbox"/>	Bail_Amount	[OPTIONAL] Stores the summation of all bonds for all charges associated with the current warrant		[Warrant] Total Bond Amount
<input type="checkbox"/>	Date_Issued	[OPTIONAL] Stores the date the current warrant was originally issued		[Warrant] Date Issued
<input type="checkbox"/>	Date_Received	[OPTIONAL] Stores the date the current warrant was received by the current agency		[Warrant] Date Received
<input type="checkbox"/>	Date_Served	[OPTIONAL] Stores the date the warrant was served to the subject		[Warrant] Date Served
<input type="checkbox"/>	Expire_Date	[OPTIONAL] Stores the date of expiration for the current warrant		[Warrant] Expire Date
<input type="checkbox"/>	How_Received	[OPTIONAL] Stores the user defined code that best represents how the current warrant was received by the agency		[Warrant] How Received
Note s:		Must be defined in System Code Table Category {WHR}.		
<input type="checkbox"/>	How_Served	[OPTIONAL] Stores the user defined code that best represents how the current warrant was served on the subject		[Warrant] How Served
Note s:		Must be defined in System Code Table Category {WHW}.		
<input type="checkbox"/>	Issued_By	[OPTIONAL] Stores the name of the entity issuing the warrant		[Warrant] Issued By

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input checked="" type="checkbox"/>	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Warrant] Officer ID
<input checked="" type="checkbox"/>	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Warrant] Officer Name
Notes:		This field description should match the Officer_ID		
<input checked="" type="checkbox"/>	Warrant_Inactive	[OPTIONAL] Indicates the current warrant is no longer active		[Warrant] Warrant Inactive
<input checked="" type="checkbox"/>	Warrant_Number	[REQUIRED] Jurisdiction specific identifier used to uniquely identify the current warrant		[Warrant] Warrant Number
<input checked="" type="checkbox"/>	Warrant_Served	[REQUIRED] Indicates the current warrant was successfully served on the subject		[Warrant] Warrant Served
<input checked="" type="checkbox"/>	Warrant_Type	[OPTIONAL] Stores the user defined code that best represents the general category the current warrant falls under		[Warrant] Warrant Type
Notes:		Must be defined in System Code Table Category {WTY}.		

Warrant Charge Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Warrant Charge			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input checked="" type="checkbox"/>	Case_Number	[OPTIONAL] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
<input checked="" type="checkbox"/>	Disposition_Code	[OPTIONAL] Stores the user defined code that best represents the current status of the warrant with respect to the current charge		[Warrant Charge] Disposition Code
<input checked="" type="checkbox"/>	Disposition	[OPTIONAL] Stores the description for the code stored in Disposition_Code		[Warrant Charge] Disposition

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input checked="" type="checkbox"/>	Offense_Code	[OPTIONAL] Stores the statute that best represents the offense associated with this charge		[Warrant Charge] Offense Code
<input checked="" type="checkbox"/>	Offense_Date	[OPTIONAL] Stores the date on which the current offense occurred		[Warrant Charge] Offense Date
<input checked="" type="checkbox"/>	Offense_Description	[OPTIONAL] Stores the description of the value stored in the Offense_Code field		[Warrant Charge] Offense Description
<input checked="" type="checkbox"/>	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only
<input checked="" type="checkbox"/>	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Warrant Charge] UCR Code
<input checked="" type="checkbox"/>	UCR_Code_Description	[OPTIONAL] Stores the description for the value stored in the UCR_Code field		[Warrant Charge] UCR Code Description Charge

Warrant Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input checked="" type="checkbox"/>	Warrant Name			
<input checked="" type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input checked="" type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input checked="" type="checkbox"/>	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Warrant Name] Address
<input checked="" type="checkbox"/>	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Warrant Name] Age
<input checked="" type="checkbox"/>	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Warrant Name] Apartment
<input checked="" type="checkbox"/>	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Warrant Name] Business Name
<input checked="" type="checkbox"/>	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		Database Only
<input checked="" type="checkbox"/>	City	[OPTIONAL] City field for address associated with the current record.		[Warrant Name] City

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Date Born
<input type="checkbox"/>	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Warrant Name] Entry Type
Note s:		This value can either be 'PERSON' or 'BUSINESS'		
<input type="checkbox"/>	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Ethnicity
Note s:		Must be defined in System Code Table Category {ETH}.		
<input type="checkbox"/>	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Warrant Name] Eye Color
Note s:		Must be defined in System Code Table Category {EYC}.		
<input type="checkbox"/>	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Warrant Name] FBI #
<input type="checkbox"/>	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Warrant Name] Hair Color
Note s:		Must be defined in System Code Table Category {HAC}.		
<input type="checkbox"/>	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Warrant Name] Height
<input type="checkbox"/>	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Warrant Name] Involvement Type
Note s:		Must be defined in System Code Table Category {INA}.		
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Warrant Name] License Number
<input type="checkbox"/>	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Warrant Name] State

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Note s:		Must be defined in System Code Table Category {STT}.		
<input type="checkbox"/>	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
<input type="checkbox"/>	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Moniker
<input type="checkbox"/>	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Warrant Name] Last Name
<input type="checkbox"/>	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Warrant Name] First Name
<input type="checkbox"/>	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Warrant Name] Middle Name
<input type="checkbox"/>	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Warrant Name] Suffix
<input type="checkbox"/>	Phone1	[OPTIONAL] Main phone number for the person/business		[Warrant Name] Phone 1
<input type="checkbox"/>	Phone2	[OPTIONAL] Additional phone number for the person/business		[Warrant Name] Phone 2
<input type="checkbox"/>	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Warrant Name] Place of Birth
<input type="checkbox"/>	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Warrant Name] PO Box
Note s:		Must be defined in System Code Table Category {RAC}.		
<input type="checkbox"/>	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Warrant Name] Race
<input type="checkbox"/>	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Warrant Name] State #
Note s:		Must be defined in System Code Table Category {SEX}.		
<input type="checkbox"/>	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Warrant Name] Sex
Note s:		Must be defined in System Code Table Category {SKN}.		
<input type="checkbox"/>	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		Database Only
<input type="checkbox"/>	State	[OPTIONAL] The state/province portion of the address		[Warrant Name] SSN

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:		Must be defined in System Code Table Category {STT}.		
<input type="checkbox"/>	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only
<input type="checkbox"/>	Warr_Submitted	[OPTIONAL] Indicates that warrant has been submitted.		Database Only
<input type="checkbox"/>	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Warrant Name] Weight
<input type="checkbox"/>	Zip	[OPTIONAL] Stores the zip code for the address		[Warrant Name] Zip

Warrant Service Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<input type="checkbox"/>	Warrant Service			
<input type="checkbox"/>	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
<input type="checkbox"/>	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
<input type="checkbox"/>	Action	[OPTIONAL] Stores the user defined code that best represents the latest action taken in regards to the current warrant		[Warrant Service] Action
Note		Must be defined in System Code Table Category {WARRANTACTION}.		
<input type="checkbox"/>	Action_Date	[OPTIONAL] Stores the date the latest action taken		[Warrant Service] Action Date
<input type="checkbox"/>	Attempt_Comment	[OPTIONAL] Stores a brief freeform comment concerning the current service attempt		[Warrant Service] Comments
<input type="checkbox"/>	Attempt_Date	[OPTIONAL] Stores the date the current service attempt was performed		[Warrant Service] Attempt Date
<input type="checkbox"/>	Attempt_Location	[OPTIONAL] Stores location information on where the officer attempted to serve the current warrant		[Warrant Service] Location Of Attempt
<input type="checkbox"/>	Attempt_Status	[OPTIONAL] Stores the user defined code that best represents the status of the current service attempt		[Warrant Service] Status
Note		Must be defined in System Code Table Category {WARRANTSTATUS}.		
<input type="checkbox"/>	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
<input type="checkbox"/>	Officer_Id	[OPTIONAL] Stores the jurisdiction specific identification number for the officer charged with serving the current warrant.		[Warrant Service] Officer Id
<input type="checkbox"/>	Officer_Name	[OPTIONAL] Stores the name of the police officer charged with serving the current warrant.		[Warrant Service] Officer Name
<input type="checkbox"/>	Process	[OPTIONAL] Stores the user defined code that best represent the current processing status of the current warrant		[Warrant Service] Process
Note		Must be defined in System Code Table Category {WARRANTPROCESS}.		
<input type="checkbox"/>	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only

MASTER SUBSCRIPTION TERMS AND CONDITIONS

Upon execution of this agreement ("Effective Date"), the following Master Subscription Terms and Conditions ("Terms and Conditions") shall govern the Services to be provided to Oneida County, New York ("Customer") by Tiburon, Inc., a Virginia corporation, having its principal place of business at 3000 Executive Parkway, Suite 500, San Ramon, California 94583 ("Service Provider"). Unless expressly set forth in the attached Quote Document, no other terms and conditions shall apply to the performance of the Services, including but not limited to any additional terms and conditions on Customer provided purchase order documents.

1. Definitions.

"Affiliate" means any governmental entity Customer performs dispatching services on behalf of.

"Customer" means the governmental entity acquiring Service Provider's Services.

"Customer Data" means all electronic data or information submitted by Customer to the Service.

"Initial Term" means five (5) years from the date Services are available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Quote Document" means the document provided to Customer by Service Provider which details the pricing for the services to be provided hereunder and is attached hereto as Exhibit A.

"Service" shall mean the services to be provided pursuant to the Quote Document.

"User Guide" means the User manuals and guides provided upon delivery of the Services, as may be updated from time to time.

"Users" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased. Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

2. Service.

2.1 **Provision of Service.** During the term of the subscription and any renewal subscription period, Service Provider shall make the Service available to Customer and its Users pursuant to these Terms and Conditions and shall provide maintenance and support services in accordance with the Maintenance and Support Guidelines, which are attached hereto as Exhibit B.

2.2 **Additional Users.** User subscriptions are for a specified number of concurrent Customer Users and/or workstations, as provided in the Quote Document, and cannot be shared or used by others outside of Customer. Customer and/or Customer Affiliates may purchase additional User subscriptions at Service Provider's then current rates subject to these Terms and Conditions. Such additional User subscriptions shall be coterminous with the Customer's Initial Term or Renewal Term, as defined below in Section 11.2, as applicable.

2.3 **Customer Affiliates.** Customer and/or Customer Affiliates may purchase additional User subscriptions subject to these Terms and Conditions.

3. Use of the Service.

3.1 **Service Provider Responsibilities.** Service Provider shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide support to Customer in accordance with the Maintenance and Support Guidelines attached hereto as Exhibit A and incorporated herein by this reference, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Service Provider shall give Customer at least 8 hours notice; or (b) any unavailability caused by circumstances beyond Service Provider's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Service Provider employees, contractors or agents), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

3.2 Customer Responsibilities. Customer is responsible for all activities that occur in User accounts and for Users' compliance with these Terms and Conditions. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Service Provider promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, and federal laws in using the Service, and (iv) perform all Customer responsibilities as set forth in these Terms and Conditions.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by these Terms and Conditions and shall not intentionally: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these Terms and Conditions; (ii) send or store Malicious Code; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 License to Use Service. During the Initial Term and any subsequent Renewal Term, defined below, of these Terms and Conditions, Customer shall have a limited non-exclusive license to use the Service on as many workstations as specified in the Quote Document for Customer's own internal business purposes in accordance with Service Provider's standard subscription licensing terms. Unless expressly authorized by service Provider in writing, Customer shall not reproduce, distribute, decompile, reverse engineer, or otherwise misappropriate the Service for any reason.

4. Fees & Payment.

4.1 User Fees and Payment. The total fee for the services to be provided hereunder is set forth in Exhibit A, Quote Q130158, with \$50,000 due sixty (60) days after these Terms and Conditions are fully signed by the parties. The remaining amount to be payable in annual installments of \$180,000 beginning upon Service Provider's determination the Services are available for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first. The monthly fees shall be due Net-30 from the first of each month, with the first and last month pro-rated accordingly. A late penalty of three percent (3%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the relevant subscription term. The Customer hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the Contract Price to satisfy its payment obligations hereunder.

4.2 Suspension of Service. If Customer's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Service Provider reserves the right to suspend the Service provided to Customer, until such amounts are paid in full at which time Service will be restored.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Service Provider reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Customer Data. As between Service Provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under these Terms and Conditions. Service Provider shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request.

5.3 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Customer Data, the Service, business and marketing plans, technology and technical

MASTER SUBSCRIPTION TERMS AND CONDITIONS

information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality Survival. The obligations hereunder with respect to each item of Customer Confidential Information and Service Provider Confidential Information shall survive the termination of these Terms and Conditions.

6.3 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and Conditions, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under these Terms and Conditions, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

6.4 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into these Terms and Conditions. Service Provider represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein; and (iv) the Service does not infringe any intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification. Service Provider agrees to protect, defend, indemnify, and save the Customer, its agents, officials, employees, or any firm, company, organization, or individual to whom the Customer may be contracted, harmless from and against any and all claims, demands, actions, and causes of action of which Service Provider is given prompt notification and over which Service Provider is given control to resolve (*the "Indemnified Matters"*), which may arise on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from Service Provider's willful misconduct or negligence in the performance of the Services hereunder; provided, however, that in no event shall Service Provider be liable for the accuracy or completeness of Customer Data, and under no circumstances shall Service Provider be liable for special, incidental or consequential damages. Service Provider agrees to further indemnify the Customer for all reasonable expenses and attorney's fees incurred by the Customer in connection with the Indemnified Matters.

9. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

MASTER SUBSCRIPTION TERMS AND CONDITIONS

PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Insurance. Service Provider shall procure and maintain in effect during the term of these Terms and Conditions the following insurance coverages, naming Customer as an additional insured, with an insurance company or companies authorized to do business in the State of California and approved by the Customer with a Best rating of no less than A:VII:

10.1 Workers' Compensation and Employers Liability insurance in accordance with the laws of the State of California with liability limits of Five Hundred Thousand Dollars (\$500,000.00) per accident.

10.2 Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability including bodily injury, personal injury, and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000), each occurrence, and Two Million Dollars (\$2,000,000) in aggregate limit.

10.3 Comprehensive Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000.00). Coverage must include all automobiles utilized by Service Provider in connection with its performance of the services hereunder.

10.4 Service Provider shall endeavor to provide thirty (30) days prior written notice to the Customer in the event of any material change in or cancellation of the policy.

10.5 Service Provider shall give prompt written notice to the Customer of all known losses, damages, or injuries to any person or to property of the Customer or third persons that may be in any way related to the services being provided hereunder or for which a claim might be made against the Customer. Service Provider shall promptly report to the Customer all such claims that Service Provider has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the Customer may be charged with an obligation to make any payment or reimbursement shall be made by Service Provider without the prior written approval of the Customer.

11. Term & Termination.

11.1 Term of Terms and Conditions. These Terms and Conditions are in effect from the Effective Date through the Initial Term and/or any Renewal Term, as defined below, unless otherwise terminated.

11.2 Term of User Subscriptions. User subscriptions shall commence upon the Services being made available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider, and continue through the Initial Term, unless terminated earlier in accordance with these Terms and Conditions. Upon completion of the Initial Term or any subsequent Renewal Term, the User subscriptions shall automatically renew for additional one (1) year periods ("Renewal Term") at the list price in effect at the time of renewal unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant subscription term.

11.3 Termination. Either party may terminate these Terms and Conditions for convenience at any time for any reason upon at least sixty (60) days advanced written notice to the other party. If Customer terminates these Terms and Conditions at any time from contract execution through the Initial Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Customer terminates these Terms and Conditions for convenience during any Renewal Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Renewal Term. If Service Provider terminates for convenience, Customer shall be under no further obligation to pay for continued subscription fees after the effective date of termination as specified in Service Provider's notice to Customer. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Service Provider for Customer's failure to satisfy the commitment set forth in these Terms and Conditions on which Customer's pricing is based upon. Following termination of these Terms and Conditions, Customer shall have no further right to use or access the Service and all copies of the Service shall be removed from Customer's system.

11.4 Return of Customer Data. Within ninety (90) days after termination of the Services being provided hereunder, Service Provider will provide Customer with a copy of all Customer Data in its native file format as determined by Service Provider. After a copy of the Customer Data has been provided to the Customer, Service Provider shall have no obligation to maintain or provide any

MASTER SUBSCRIPTION TERMS AND CONDITIONS

Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

11.5 Surviving Provisions. The following provisions shall survive any termination or expiration of these Terms and Conditions: Sections 4, 5, 6, 7, 9, 11, and 12.

12. General Provisions.

12.1 Relationship of the Parties. Customer and Service Provider are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

12.2 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of these Terms and Conditions shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. All notices shall be provided to the following addresses:

If to Service Provider:

Tiburon, Inc.
Attention: VP of Contracts
3000 Executive Parkway, Suite 500
San Ramon, California 94583
Phone: 925-621-2700
Fax: 925-621-2799

If to Customer:

Orinda County 911
120 Beech Road
Oriskany, NY
13424

12.3 Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Terms and Conditions. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of these Terms and Conditions.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

12.4 Amendments. No amendment or other modification of these Terms and Conditions shall be valid unless pursuant to a written instrument referencing these Terms and Conditions signed by duly authorized representatives of each of the parties hereto.

12.5 Severability. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in effect.

12.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Service Provider may assign these Terms and Conditions in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7 Third Party Beneficiaries. This Terms and Conditions is entered into for the sole benefit of the Customer and Service Provider and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in these Terms and Conditions shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to these Terms and Conditions to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with these Terms and Conditions.

12.8 Anti-Discrimination. Service Provider agrees that in performing its tasks under these Terms and Conditions, it shall not discriminate against any worker, employee, or applicant, or any member of the public, because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice in violation of any state or federal law.

12.9 Governing Law. This Terms and Conditions shall be governed exclusively by the internal laws of the State in which Customer resides, without regard to its conflicts of laws rules.

12.10 Venue; Waiver of Jury Trial. The state and federal courts located in the County and State of where the Customer resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms and Conditions. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms and Conditions.

12.11 Entire Terms and Conditions. These Terms and Conditions, including all exhibits and addenda hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any exhibit hereto, the terms of such exhibit shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void.

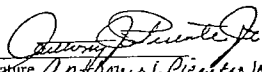
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MASTER SUBSCRIPTION TERMS AND CONDITIONS


13. Signatures

By signing in the designated space below, the parties hereby represent that the person signing has the authority to enter into these Terms and Conditions and thereby agree to be bound by such:

Customer


Signature: Anthony J. Picente
Name: Anthony J. Picente
Title: Oneida Co. Executive
Date: Jan 30, 2014

Tiburon, Inc.


Signature: Scott Camill
Name: Scott Camill
Title: Customer Manager
Date: 12-9-13

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY


BY: Raymond Bina
ASST ONEIDA COUNTY ATTORNEY

Exhibit A
to
MASTER SUBSCRIPTION TERMS AND CONDITIONS
Quote Document

The Quote Document shall follow this cover page.



Tiburon PSaaS On Premise Subscription Service
DN CAD, TE RMS, IQR Fire RMS

For

Oneida County, NY



SUMMARY

Tiburon Solution	Yearly Price
Tiburon DN Mobile Software	
Tiburon TE RMS Software	
Tiburon IQR FIRE RMS Software	
Tiburon Analytics Software	
Tiburon Services	
Tiburon Data Migration Services	
Software Maintenance Services	
	<i>Subtotal</i>
	<i>\$180,000</i>
TOTAL TIBURON SOLUTION YEARLY PRICE FIVE YEARS SUBSCRIPTION TERM	
	\$50,000
ONE TIME FEES	
	\$10,000
GRAND TOTAL FIVE YEARS SUBSCRIPTION TERM	
	\$60,000

The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware
Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
***The price indicated above do not include maintenance, services and hardware value for the optional items**

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CONFIDENTIAL
Q130168 - Oeelfa - Tiburon PaaS On Premise Subscription Service - DN, CAD, TE RMS, IQR Fire (2LJ)



Notes	Description	Qty	Total
TIBURON MOBILE			
Tiburon DN Mobile Software Annually			
	DN Mobile Server License (includes AVI)	1	
	DN Mobile Client License (includes AVI), per concurrent user	110	
TIBURON TE RMS			
Tiburon TE RMS Software Annually			
	TE RMS Server License	1	
	TE RMS Client License	170	
	TE RMS TRACS Interface	1	
	TE RMS Livescan Digital Fingerprinting Interface	1	
	TE Additional NY State Forms	10	
TIBURON IQR FIRE RMS			
Tiburon IQR FIRE RMS Software Annually			
	IQR Fire Server License	1	
	IQR Fire Client License	30	
TIBURON ANALYTICS			
Tiburon Analytics Software Annually			
	Tiburon Analytics - Agency Edition	1	Included
TIBURON SERVICES			
Tiburon Services Annually			
	DN Remote Project Management		Included
	TE Remote Project Management		Included
	DN Installation Services		Included
	TE Installation Services		Included
	IQR Fire RMS Services		Included
	Mobile Admin - Remote - 1 day - max of 4 students		Included
	Mobile Train The Trainer - Remote - 1 day - max of 8 students		Included
	TE RMS Remote Admin Training Services - 5 days, max of 4 students		Included
	TE RMS Onsite Train The Trainer Training Services - 4 days, max of 8 students		Included
TIBURON DATA MIGRATION SERVICES			
Tiburon Data Migration Services Annually			
	Data Migration from Archonix X RMS		Included
	Data Migration from Legacy Archonix		Included
	Data Migration from SIS Migration		Included
ANNUAL TOTAL FIVE YEAR SUBSCRIPTION TERM			\$125,000
TIBURON UPFRONT FEES			
Tiburon Upfront Fees Upfront			
	One time Set-up fees to cover implementation services		
		<i>Subtotal</i>	\$50,000
ONE TIME UPFRONT FEES			\$50,000

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 0120158 - Oracle - Tiburon P2515 On-Premise Subscription Service - DN CAD, TE RMS, IQR Fire RMS



Notes

Note 1. This offer assumes that the customer will be providing all required computer hardware and Microsoft OS for servers and clients and Microsoft SQL server software. The customer is responsible for pricing, ordering, staging and installing onsite all specified hardware and OS/SQL software. Based on the proposed system configuration Tiburon is recommending the following:

Tiburon Mobile:

1	<p>HP Proliant DL160 Gen8 1 x - Intel® Xeon® ES-2603 (4 core, 1.80 GHz, 10MB, 80W) 4 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration</p>	DN-MOBILE
1	<p>HP Proliant DL160 Gen8 1 x - Intel® Xeon® ES-2603 (4 core, 1.80 GHz, 10MB, 80W) 8 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration</p>	RADIOIP
1	<p>Intel Core 2 Duo Processor @ 1.6GHz 2 GB DDR2-SDRAM Serial Connection port (GPS device connection) Wireless Air Cards (HSDPA/3G/LTE cards) Note: Rugged laptop models are recommended (Panasonic Toughbook CF-53 or equivalent) License Windows 7 Professional SP1 (or Windows XP Pro SP3) 32 bit</p>	Mobile CAD Clients
2	<p>License Windows 2008 R2 Standard 64 bit</p>	DN-MOBILE, RADIOIP



Tiburon RMS:

The requirements listed below are meant to be used as a basic guide for running Tiburon RMS. If further evaluation and consulting is needed, please contact Tiburon.

TBD	Windows XP Professional SP3 or higher ** Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM (4 glg of RAM recommended) Minimum 80 GB hard drive or higher Minimum 19" Display Monitor 10/100/1000 NIC (Standard network connectivity) Speakers for audio alerts	RMS Clients
TBD	Windows XP Professional SP3 or higher **Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM 4 glg preferred when using a 64 bit OS 80 GB hard drive 17" Monitor 10/100/1000 NIC (Standard network connectivity) Must support wireless internet access card Must support adequate number of USB ports for peripherals Must support adequate power (voltage) for peripherals (some scanners are not properly powered by certain notebooks) Important Note: There are known issues when using certain Panasonic notebooks so prior to making any purchases, please consult with Tiburon.	Mobile RMS Clients

Intel based Server with 2 Quad Core Xeon Processors	SQL Server Database: 8 Core Application/ISS Server: 4 Core
16 GB of RAM (32GB recommended)	SQL Server Database: 16 GB of RAM Application/ISS Server: 8 GB of RAM
1-2 TB storage across multiple drives with RAID-5	SQL Server Database: 1-2 TB Application/ISS Server: 500 GB
Note: Specific storage requirements are TBD based on an agency's current and projected needs.	Note: Specific storage requirements are TBD based on an agency's current and projected needs.
DVD/CDRW	N/A
(2) 10/100/1000 NIC	N/A
2 nd Server with Double Take Replication Software or Windows Clustering	VMware with High Availability OR Hyper-V: Microsoft Windows Server 2008 R2 Enterprise
Windows Server 2008 R2	Windows Server 2008 R2 (for VMware)
Microsoft SQL Server 2008 R2 Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent	Windows Server 2008 R2 Enterprise (for Hyper-V) Microsoft SQL Server 2008 R2 Appropriate Virtualization Licensing Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent



Optional Hardware	
TBD	Printers
	HP Laserjet M601N B/W Laser printer for Head Quarters
	L-Tron/Brother Pocket Jet 622 Printer Plus for Vehicle(s)
	Car Adapter wired 14 foot length
	Dymo Labelwriter 450 turbo printer for Property Module:
TBD	Scanner
	Honeywell 4810LR Compact Area-Imaging Scanner

- Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
- The minimum bandwidth dedicated to the application across sites is T1 (1.544 Mbps)

For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

Note 2 Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.

GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer.

The customer is required to purchase and install NMEA compliant GPS device with a serial or UDP interface, or a Trimble Placer450 GPS device.

Note 3 Installation costs cover the installation of 5 Mobile/AVL clients only. Customer is responsible for installing the remaining number of MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

Note 4 Tiburon RMS Remote Installation Services include remote installation of the RMS server license and 5 client licenses. This requires that the customer provides a high speed connectivity and that the RMS server is on an accessible network to allow Tiburon technical support personnel deployment of the RMS server software. Customer is responsible to install the remaining Tiburon RMS workstation licenses according to Tiburon's provided instructions.

Note 5 Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project Kickoff meeting.

Note 6 The data to be converted and loaded into TE RMS will be sourced from the customer's existing RMS systems (Archonix XRMS, Legacy Archonix and SIS). Customer will provide the extracts of the data in an agreed acceptable format to acceptable format to Tiburon for conversion.

The following data will be converted and loaded from each RMS system:

1. RMS Master Name
2. RMS Master Location
3. RMS Event/Incidents
4. RMS Property
5. RMS Case
6. RMS Arrest

Limitations of Data Conversion

Tiburon will apply its best efforts to convert the data as identified above. In some cases conversion of all requested data to the new system may not be possible. For example, in the event the source data element does not have an equivalent field in TE RMS, that data element will not be migrated. Data will be converted as is and will not be changed/cleaned during the process

Note 7 Purchase of the Tiburon Analytics - Agency Edition also includes the Tiburon Analytics - Public Edition.



Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.

PAYMENT One time payments payable upon contract signature.
Annual payments due the sooner of system Go Live or 6 months after contract signature.

VALIDITY 120 days

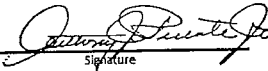
The Products and Services Quoted herein are provided on a term subscription period basis only with all Ownership remaining with Tiburon. Tiburon shall make the Service available to Customer pursuant to Tiburon's Standard Terms and Conditions.

The licenses granted to Client pursuant to the Subscription Agreement shall expire at the conclusion of the subscription period. Client's right to use the system shall terminate immediately upon completion of or termination for any reason of the Subscription Agreement, at which time Tiburon may terminate Client's access to the system without further notice.

In the event Client terminates the Subscription Agreement early, Client shall pay to Tiburon, within thirty (30) days, one-hundred percent (100%) of the remaining amount due under the Subscription Agreement. If for any reason, other than cause, Client terminates the Subscription Agreement, ceases use of the system, or delays payments, Tiburon reserves the right to suspend or terminate Client's access to the System and end Client's right to use the system further.

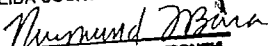
Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:


Signature


Date

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY

BY 
ASST ONEIDA COUNTY ATTORNEY



Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	August 12, 2013

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Q130156 - Onsite - Tiburon PSaaS On Premise Subscription Service - DN CAD, TE RMS, IQR Fire (2.x)

Exhibit B
to
MASTER SUBSCRIPTION TERMS AND CONDITIONS
Maintenance and Support Guidelines

The Maintenance and Support Guidelines shall follow this cover page.

Hosting Maintenance and Support Guidelines

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Technical Support Services

Service Provider's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

Help Desk Service

The Help Desk service includes technical support on products purchased from Service Provider including Service Provider licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all Service Provider products. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues.

High priority Issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the Issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Service Provider's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following toll-free number; 1 (877) 441-4648.

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to DispatchNowSupport@liburoninc.com which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Service Provider has received the Customer's email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).

Help Desk Call Taking Process

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only 'closed' by Service Provider upon positive confirmation from the Customer.

Escalation Procedure

When the call-back SLA specified in Table A is not met, the Help Desk is instructed to escalate the ticket to the people identified below and advise the Customer that this escalation is in progress. Should the Customer not receive a call from the Help Desk within the call-back SLA, the Customer is free to contact the following escalation contacts directly (in the order indicated):

Help Desk Team Leader	(514) 916-0199
Director, Operations	(514) 804-9334
Director, SW Development	(514) 916-3995
Sr. VP, Products and Operations	(514) 916-0423

Internal escalation is automatically triggered in the timeframes defined in the last two columns of Table A in order to ensure that high priority tickets are resolved as quickly as possible.

Note:

The call-back time is defined as the interval of time from the moment Service Provider Help Desk received a call for service to the moment a Service Provider technical specialist contacts the site.

Table A: Ticket Priorities and the Service Level Agreement (SLA)

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

(1) URGENT	<u>Severe Operational Impact:</u> The system is not operational or the Customer's operation is severely impaired.	15 MINUTES	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on as a high priority until delivered.	IMMEDIATE	1 HOUR
(2) HIGH PRIORITY	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer's normal operation but essential services are still supported.	1 HOUR	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on to be delivered in the next available release.	4 HOURS	START OF NEXT BUSINESS DAY
(3) ROUTINE	<u>Limited Operational Impact:</u> The loss of a non-essential functionality or a failure that is limited to a subset of users.	8 HOURS	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release.	NOT APPLICABLE	NOT APPLICABLE
(4) LOW	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	NEXT BUSINESS DAY	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release or a commercially reasonable effort is made to provide a workaround solution.	NOT APPLICABLE	NOT APPLICABLE
(5) INQUIRY	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	2 BUSINESS DAYS	Technical specialists respond during office hours.	NOT APPLICABLE	NOT APPLICABLE

Software Updates Program

If the Customer has purchased the Software Updates Program, the Customer will be entitled to receive new General Availability (GA) releases of the Service Provider licensed software products purchased by the Customer.

The Software Updates Program provided hereunder does not include any of the following:

- (a) On-site Installation and configuration services. Upon reasonable notice from the Customer, Service Provider will provide a Quote Document to the Customer on a time and materials basis at Service Provider's then current rates for such services;
- (b) Additional training services. In conjunction with each new release delivered to Customer, Service Provider will provide Customer with training deemed necessary by Service Provider to review new features, major bug fixes, and changes to installation and configuration guidelines that are included in the new release. No other additional training is included in the Software Updates Program. However, upon reasonable notice from the Customer, Service Provider will provide a firm fixed price quote for such training services.
- (c) Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
- (d) Consultation for new programs or equipment;
- (e) Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
- (f) Correction of errors attributable to software other than the licensed Software.

Upgrade of the Customer's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Customer shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

Product Specialist and Training Services

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

Customer Responsibilities

- (a) Technical Service Tickets The Customer shall provide all information requested by Service Provider necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.

(b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Service Provider to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Service Provider. Service Provider personnel will require local administrative control of all servers and workstations involved in Service Provider implementation. In addition, Service Provider requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Service Provider technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Service Provider's request to halt any System functionality shall require the Customer's appropriate management approval. Service Provider shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Service Provider recognizes the need for security of remote access facilities. Service Provider shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Service Provider shall not be held liable for response times.

Service Provider shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Service Provider shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Service Provider following each remote access as requested by Service Provider.

(c) **Access** The Customer shall provide Service Provider's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Service Provider proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are timely carried out.

(e) **Data Input** The Customer shall enter, update and maintain the Input data as required for satisfactory operation of the Service Provider proprietary software, and be responsible for the accuracy of all Customer-provided data.

(f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Service Provider, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Service Provider to request support services there under on the Customer's behalf.

(g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

(h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Service Provider proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Service Provider. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Service Provider; provided, however, that said consent is not intended to constitute in any manner Service Provider's approval, certification, endorsement, or warranty of the System configuration or System performance.

(i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Service Provider's Technical Support Services department. Database administration shall be in compliance with Service Provider provided guidelines. Service Provider cannot assist Customer personnel other than those on the most current authorization list.

(j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Service Provider's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Service Provider advance written notice designating the new individual authorized to act as the Customer Representative.

(k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Service Provider proprietary software and System training and shall otherwise be familiar with the Service Provider proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Service Provider to aid Service Provider in performing its services hereunder. The Customer may change any individual designated hereunder by providing Service Provider with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Service Provider proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Service Provider proprietary software applications, the Customer shall provide Service Provider a listing of command input, resulting output and any other data, including databases and back-up systems, that Service Provider may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

Exclusions to Technical Support Services

The following services are outside the scope of the Technical Support Services provided by Service Provider and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed;
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Service Provider's prior approval;
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Service Provider shall not be obligated to repair or replace any component of the System which has not been installed by Service Provider or a Service Provider authorized technician;
- (f) Removal, relocation and/or reinstallation of the System or any component thereof;
- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Service Provider and explicitly covered by a Service Provider warranty or maintenance program.

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions

The following definitions apply to the terms used within this License:

1.1. "Authorized Server" shall mean, with respect to any Licensed Application, the server identified in the Quote as corresponding to such Licensed Application, or if not identified, the actual server in which the Licensed Applications are initially installed on.

1.2. "Authorized Site" shall mean, with respect to any Authorized Server, the address and room number identified as corresponding in the Quote to such Authorized Server, or if not identified, the actual site in which the Authorized Server resides.

1.3. "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved for such Licensed.

1.4. "Documentation" shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

1.5. "Enhancement" shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application, or that is related to a given Licensed Application but offered separately by Tiburon.

1.6. "Error" shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning as designed.

1.7. "License" shall mean Licensee's rights to use the Licensed Application(s) in accordance with the terms and conditions set forth herein, which consist of Tiburon's standard licensing terms and shall supersede and apply regardless of any additional, conflicting or contradicting terms and conditions contained in Licensee's purchase order.

1.8. "Licensed Application" shall mean each of the Tiburon developed software applications set forth on the Quote and furnished to the Licensee, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

1.9. "Licensee" shall mean the client identified on the Quote.

1.10. "Maintenance Modifications" shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the Licensed Application.

1.11. "Object Code" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.12. "Quote" shall mean the document provided to Licensee by Tiburon which details the pricing for the Licensed Applications and related services, if any, to be provided and which Licensee purchases from.

1.13. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.14. "Sublicensed Applications" shall mean the software application specified on the Quote developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System. In addition to the terms and conditions contained herein, Licensee's right to use the Sublicensed Applications is strictly contingent upon Licensee's compliance with the manufacturer's terms and conditions. Solely in regards to Sublicensed Applications, in the event of any conflict or discrepancy between this License and the manufacturer's terms and conditions, the manufacturer's terms and conditions shall control.

1.15. "System" shall mean the Licensee's computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

2. Licenses and Restrictions

2.1. **Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof and unless otherwise set forth in the Quote, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof, a limited, nonexclusive, nontransferable license:

- (a) to use each Licensed Application, in Object Code only, on the Authorized Server with respect thereto and at the Authorized Sites with respect thereto in the quantities licensed;
- (b) to conduct internal training and testing on each Licensed Application;
- (c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application;
- (d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;
- (e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

2.2. **Conditions to Grant of Licenses.** No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

2.3. Restrictions on Use

- (a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed

Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

3. Ownership. Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon) and the respective owners of the Sublicensed Applications shall retain all right, title and interest in and to each Sublicensed Application and all Derivative Works thereof. By this License, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

4. Term and Termination

4.1. Effective Date. This License shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this License required by statute, ordinance, or established policy of the Licensee has been obtained.

4.2. Term. This License shall continue in effect until terminated as set forth under Section 4.3 hereof.

4.3. Termination. Tiburon may terminate this License immediately if the Licensee breaches any provision of this License, or upon conclusion of the applicable subscription period.

4.4. Effect of Termination. Upon termination of this License, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this License, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of

the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this License will not relieve the Licensee of its obligations under Section 6 hereof regarding Tiburon Confidential Information.

5. Limited Warranties and Liability

5.1. Warranty. THE LICENSED APPLICATIONS ARE LICENSED "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED APPLICATIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS LICENSE.

5.2. Limitation of Liability. NEITHER TIBURON NOR ANY PERSON ASSOCIATED WITH TIBURON SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS LICENSE, EVEN IF TIBURON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE LICENSED PROGRAMS. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS LICENSE.

6. Confidential Information

6.1. Tiburon Confidential Information. The Licensee agrees to maintain the confidentiality of any Tiburon Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without Tiburon's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this License. The term "Tiburon Confidential Information" shall include all Licensed Applications and any other Tiburon software applications (whether or not licensed to the Licensee), all Sublicensed Applications, and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly labeled by Tiburon as being confidential or otherwise indicated by Tiburon in writing as being confidential. The Licensee understands and agrees that Tiburon Confidential Information constitutes a valuable business asset of Tiburon, the unauthorized use or disclosure of which may irreparably damage Tiburon. In the event of the Licensee's breach or threatened breach of any of the provisions in this License, Tiburon shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any Tiburon Confidential Information.

6.2. Exclusions. Notwithstanding Section 6.1 hereof, Tiburon Confidential Information shall not include information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from Tiburon as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Tiburon to disclose.

6.3. Exceptions. Notwithstanding Section 6.1 hereof, disclosure of Tiburon Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the Licensee shall first have given notice to Tiburon and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this License, but only to the extent that any such disclosure is necessary for such purpose; or

(c) the Licensee received the prior written consent to such disclosure from Tiburon, but only to the extent permitted in such consent.

6.4. Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of Tiburon Confidential Information shall survive the termination or expiration of this License.

7. Miscellaneous

7.1. Relationship. The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into Licenses of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

7.2. No Rights in Third Parties. This License is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this License shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this License.

7.3. Entire License. This License sets forth the final, complete and exclusive License and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals, understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this License and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this License.

7.4. Amendments. No amendment or other modification of this License shall be valid unless pursuant to a written instrument referencing this License signed by duly authorized representatives of each of the parties hereto.

7.5. Assignment. Neither party hereto may assign its rights or obligations under this License without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this License to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and License contained in this License shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

7.6. Governing Law. This License shall be governed exclusively by the internal laws of the State in which Licensee resides, without regard to its conflicts of laws rules nor giving effect to the choice of law principles thereof. Notwithstanding the above, in the event Licensee resides in a jurisdiction outside of the United States, License shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules nor giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this License.

7.7. Venue. The state and/or federal courts located in the County and State of where Licensee resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this License. Each party hereby consents to the exclusive jurisdiction of such courts. Notwithstanding the above, in the

event Licensee resides in a jurisdiction outside of the United States, the state and/or federal courts located in Contra Costa County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this License. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this License.

7.8. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this License. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this License.

7.9. Severability. If any provision of this License shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this License, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this License shall remain in full force and effect.

7.10. Survival of Provisions. All provisions of this License that by their nature would reasonably be expected to continue after the termination of this License, including but not limited to Section 6.1, will survive the termination of this License.

7.11. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed as set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this License shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective. Notwithstanding the above, notices to Licensee shall be sent to Licensee's address as set forth in the Quote.

Tiburon, Inc.
Attn: Contracts Manager
3000 Executive Parkway, Suite 500
San Ramon, CA 94583
Phone: 925-621-2700
Fax: 925-621-2799

7.12. Construction. The paragraph and section headings used in this License or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this License. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____,
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).

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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.

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- 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. Notwithstanding the above, Contractor may assign this agreement to a successor of all or substantially all of Contractor's business upon notice to County.

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 accordance with the period of time set forth in Sec. 17 "Audt" hereunder. 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 2 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.

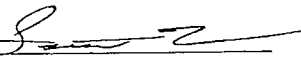
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

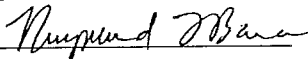
County of Oneida

Contractor

By: 
Oneida County Executive

By: 
Name: Scott Carroll

Approved as to Form only


Oneida County Attorney



**ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES**

120 Base Road • Oriskany, New York 13424
Phone: (315) 765-2526 • Fax: (315) 765-2529

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

FN 20 17-376

July 25, 2017

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
WAYS & MEANS
Date 10/18/17

Dear County Executive Picente,

In partnership with this office, the Verona Fire Department has agreed to take possession of one of the "Fit Test" machines owned by the County that are used for the purpose of testing firefighter's use of self-contained breathing apparatus. Enclosed with this letter is an Agreement transferring the Fit Test Machine to be housed and maintained at the Verona Fire Department in exchange for their assistance in continuing to carry out the Mutual Aid Plan of the County. Maintaining this equipment at the Verona Fire Department will enable it to be better utilized. The Verona Fire Department will supply this equipment to other neighboring departments as necessary.

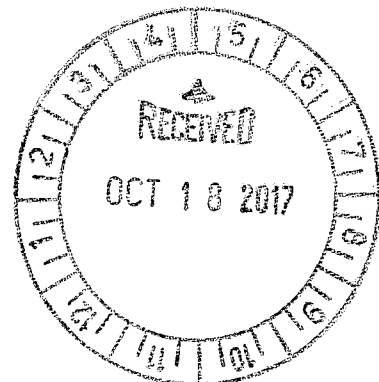
The Verona Fire Department has been a valued partner of ours for a number of years. In addition to carrying on this service to area firefighters, they operate one of the County's air vans which responds to fires for the purposes of re-filing air tanks and getting them ready for re-use quickly.

I respectfully request that you seek the Board of Legislators approval to sign three (3) copies of the agreement with Verona Fire Department.

Sincerely,

Kevin W. Revere
Director of Emergency Services

CC: County Attorney



Oneida Co. Department: Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Verona
6600 Germany Road
Durhamville, New York 13054

Title of Activity or Service: Ownership of one Fit Test Machine

Proposed Dates of Operation: June 12, 2017

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** Testing Firefighters' use of self-contained breathing apparatus

2) **Program/Service Objectives and Outcomes:**

3) **Program Design and Staffing**

Total Funding Requested: NONE

Account #

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

FIT TEST MACHINE AGREEMENT

This AGREEMENT is entered made and entered into on this _____ day of _____, 2017, by and between COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," through its OFFICE OF THE FIRE COORDINATOR, located at 120 Base Road, Oriskany, New York 13424, hereinafter referred to as "Fire Coordinator," and VERONA FIRE DEPARTMENT, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its mailing address at P.O. Box 137, Verona, NY 13478, hereinafter referred to as the "Fire Department" (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the County acquired a Fit Test Machine, a device which properly fits and measures respiratory equipment for fire fighters; and

WHEREAS, the County no longer has a need for the Fit Test Machine and wishes to transfer the Fit Test Machine to the Fire Department, and the Fire Department has expressed a willingness to maintain and utilize the Fit Test Machine; and

WHEREAS, the Fire Coordinator is tasked with administering Oneida County's Mutual Aid Plan and assisting fire departments of Oneida County in accessing the necessary resources to handle the given fire or emergency situation; and

WHEREAS, the County, through its Fire Coordinator and the Fire Department, have identified the Fit Test Machine as a necessary resource and a piece of equipment that represents a public purpose and serves the greater public health interests of the residents of the Town of Verona and County of Oneida, and the Parties acknowledge that the Fit Test Machine is being provided as a means to continue caring for the health, safety, and welfare of the residents of Oneida County; and

WHEREAS, in consideration of the successful continuation of the County's Mutual Aid Plan, the safety interests of the Fire Department, and in extension, the safety needs of the people of Oneida County, the Parties have determined that effective utilization of the Fit Test Machine for the greatest public benefit necessitates that it be transferred by the County to be housed and maintained by the Fire Department;

NOW, THEREFORE, the Parties to this Agreement mutually agree as follows:

1) The Fire Coordinator, on behalf of the County, agrees to do the following:

- a) The County will provide one (1) Fit Test Machine to the Fire Department. Rights and the responsibility for the Fit Test Machine identified shall rest with the Fire Department, which shall account for and maintain the Fit Test Machine in a manner specified below until the termination of this Agreement.

2) The Fire Department agrees to do the following:

- a) The Fire Department will house the Fit Test Machine at their station located at 5555 Volunteer Ave., Verona, NY 13478.
- b) The Fire Department will provide the Fit Test Machine to any other fire department in Oneida County upon their request and mutually agreed to schedule.

- c) The Fire Department acknowledges and agrees that during this Agreement, they are solely responsible for the proper inspection and maintenance of the Fit Test Machine and shall pay any and all cost of any necessary repairs or other costs associated with their operation.
- d) The Fire Department will provide any necessary training exercises for their employees and others who may utilize the Fit Test Machine.
- e) The Fire Department will hold harmless and indemnify the Fire Coordinator and the County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault, or default of the Fire Department, its officers, trustees, agents, servants, volunteers, or independent contractors.
- f) The Fire Department shall maintain the proper liability insurance to cover potential claims of injury, property damage, and negligence.
- g) The Fire Department shall maintain the proper workers' compensation and employer's liability insurance coverages in accordance with the Workers' Compensation Law.

3) Independent Contractor Status.

- a) It is expressly agreed that the relationship of the Fire Department to the County shall be that of an Independent Contractor. The Fire Department's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Fire Department, in accordance with their status as independent contractor, covenant and agree that their employees will conduct themselves in accordance with such status, that their employees will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b) The employees of the Fire Department shall not be eligible for compensation from the County due to i) illness; ii) absence due to normal vacation; iii) absence due to attendance at school or special training or a professional convention or meeting.
- c) The Fire Department acknowledges and agrees that its employees shall not be eligible for any County employee benefits, including retirement membership credits.
- d) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Fire Department's Independent Contractor status, it is agreed that both the County and the Fire Department 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 Fire Department 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.

4) Training.

- a) Neither the Fire Department, nor any of its employees, shall be required to attend or undergo any training by the County.
- b) The Fire Department will ensure that its employees attend trainings mandated by Federal and/or State law or regulation necessary to perform the general duties of the Fire Department. The Fire Department shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the general duties of the Fire Department, and shall be solely responsible for the cost of the same.

5) Term of Agreement.

- a) This Agreement shall be for a period of one (1) year, and will be automatically renewed for successive one (1) year periods until terminated in writing by either party upon thirty (30) days'

notice, or until the Parties agree that the Fit Test Machine is no longer able to provide the function for which it is intended, or is inadequate and out of date.

- b) Upon receipt or delivery of notice of termination, the Fire Department shall return the Fit Test Machine to the County in a manner mutually agreed upon by the Parties.

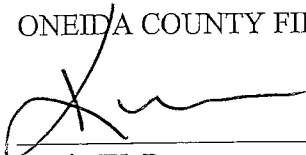
IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written below.

ONEIDA COUNTY

Anthony J. Picente, Jr.
County Executive

Date: _____

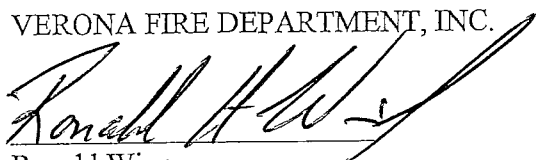
ONEIDA COUNTY FIRE COORDINATOR



Kevin W. Revere
Fire Coordinator

Date: 10/11/17

VERONA FIRE DEPARTMENT, INC.



Ronald Winn
President/CEO, Verona Fire Department, Inc.

Date: 10-5-17

Approved
Oneida County Attorney's Office

Alison M. Stanulevich
Assistant County Attorney



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

September 8, 2017

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

FN 20 17-377

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

PUBLIC SAFETY

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

WAYS & MEANS

10/1/17

Dear County Executive Picente,

The Oneida County Department of Emergency Services requests to enter into an Agreement with the City of Utica regarding Air Van 279. The Utica Fire Department Station 3 has agreed to house, man, and maintain Air Van 279. The County will continue to own and retain title to Air Van 279.

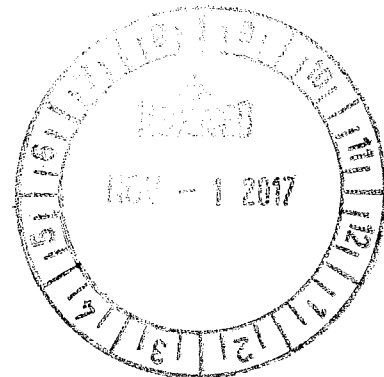
The Agreement will start immediately upon execution and will last for five (5) years, unless terminated earlier in the event that Air Van 279 is no longer able to provide the function for which it was intended.

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

Thank You.

Sincerely,

Kevin W. Revere
Director of Emergency Services



kmg

Oneida Co. Department Emergency Services /911

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica
1 Kennedy Plaza
Utica, NY 13502

Title of Activity or Services: Agreement with the City of Utica to House Air Van 279

Proposed Dates of Operations: Upon execution of Agreement for 5 years, unless terminated earlier in the event that the Air Van is no longer able to provide the function for which it was intended.

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1) Narrative Description of Proposed Services: Utica Fire Department will house, man and maintain the Air Van 279 at their Station 3, Mohawk Street, Utica, NY 13502.

2) Program/Service Objectives and Outcomes: Utica Fire Department will contribute to the County's Mutual Aid Plan by not only utilizing the Air Van to refill air packs in their own Fire Department, but will also transport the Air Van to other fire departments when requested.

3) Program Design and Staffing Level: Existing Fire Department personnel

Total Funding Requested: No County Dollars

Oneida County Dept. Funding Recommendation: None needed

Proposed Funding Source (Federal \$ /State \$ / County \$): 0

Cost Per Client Served:

Past performance Served:

O.C. Department Staff Comments:

AIR VAN 279 AGREEMENT

This AGREEMENT by and between COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," through its OFFICE OF THE FIRE COORDINATOR, located at 120 Base Road, Oriskany, New York 13424, hereinafter referred to as "Fire Coordinator," and the CITY OF UTICA, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 1 Kennedy Plaza, Utica, New York 13502, by and through its UTICA FIRE DEPARTMENT, located at 522 Bleecker Street, Utica, New York 13501, hereinafter collectively referred to as the "Fire Department."

WITNESSETH

WHEREAS, the Fire Coordinator is tasked with administering Oneida County's Mutual Aid Plan and assisting the fire departments of Oneida County in accessing the necessary resources to handle the given fire or emergency situation; and

WHEREAS, one of those necessary resources is one (1) Air Van 279, a 2000 Ford E-450 truck equipped with the capacity to refill the air packs for other fire departments while fighting fires, hereinafter referred to as "Air Van 279;" and

WHEREAS, the Fire Department has expressed a willingness and ability to house, man, and maintain Air Van 279; and

NOW, THEREFORE, the parties to this Agreement mutually agree as follows:

1. The Fire Coordinator, on behalf of the County, agrees to do the following:
 - a. Continue to own and retain title to the Air Van 279, and accepts all legal duties and obligations associated with retaining such title and being the owner of said vehicle;
 - b. Provide all liability insurance, as required by New York State Law and New York State Department of Motor Vehicles regulations, for the operation of said vehicles; and
 - c. Hold harmless the Fire Department from liability upon any and all claims for damages to Air Van 279, where such damages are not the result of any intentional act, neglect, fault or default of the Fire Department, its officers, employees, trustees, agents, servants, volunteers or independent subcontractors.

2. The Fire Department agrees to do the following:
 - a. House the Air Van 279 at their station, Station 3, Mohawk Street, Utica, NY 13501;
 - b. Transport Air Van 279, when needed, to maintain it in good working order,

- including regular cleaning, oil changes and other routine maintenance of the vehicle;
- c. Respond to fires with the Air Van 279 manned with personnel trained in its proper use and operation, for the purposes of refilling air packs for other fire departments, anywhere in Oneida County, when requested by 911 Dispatch Center, the Fire Coordinator, or one of the Fire Coordinator's deputies;
 - d. Provide the Fire Coordinator with the names of all members of the Fire Department who will potentially be driving Air Van 279 so that the Fire Coordinator can forward such names to the automobile liability insurance for said vehicles;
 - e. Hold harmless and indemnify the Fire Coordinator and the County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the Fire Department, its officers, trustees, agents, servants, volunteers or independent subcontractors;
 - f. Maintain the proper automobile insurance coverage, written at a \$1,000,000 combined single limit and including non-owned and hired liability coverage, to cover liability for Fire Department employees who will be driving Air Van 279;
 - g. Maintain the proper liability insurance to cover potential property damage that may occur while Air Van 279 is housed at the Fire Department's station, with Air Van 279 named so as to be covered by such insurance, and with the County named as the loss payee in event of such property damage; and
 - h. Maintain the proper workers' compensation and employer's liability insurance coverages in accordance with the Workers' Compensation Law.

3. Independent Contractor Status:

- a. It is expressly agreed that the relationship of the Fire Department to the County shall be that of an Independent Contractor. Employees of the Fire Department shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Fire Department, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Employees of the Fire Department shall not be eligible for compensation from the County 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.
- c. The Fire Department acknowledges and agrees its employees shall not be eligible for any County employee benefits, including retirement membership credits.
- d. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Fire Department's Independent Contractor status, it is agreed that both the County and the City of Utica 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 City of Utica 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.

4. Training:

- a. Employees of the Fire Department shall not be required to attend or undergo any training by the County. However, the County will offer training on how to operate to the Air Van 279 to those Fire Department employees who will be utilizing it.
- b. Except for those trainings provided by the County on the Air Van 279, the Fire Department shall be fully responsible for its own training necessary to perform the general duties of the Fire Department, and shall be solely responsible for the cost of the same.

5. Subcontract:

- a. The City of Utica may not assign the City of Utica's rights or 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.

6. Length of this Agreement.

- a. This Agreement shall go into effect immediately upon the parties' signing of this Agreement and shall remain in effect for five (5) years, unless terminated earlier by either party, with thirty (30) days' notice to the other party, or until the parties agree that Air Van 279 is no longer able to provide the function for which the vehicle is intended.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written below.

ONEIDA COUNTY

Anthony J. Picente, Jr.
County Executive

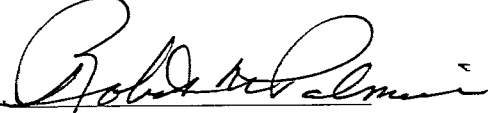
Date: _____

ONEIDA COUNTY FIRE COORDINATOR

Kevin W. Revere
Fire Coordinator

Date: _____

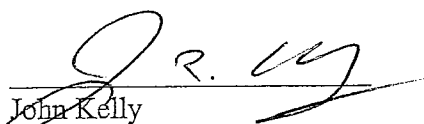
CITY OF UTICA



Robert M. Palmieri
Mayor

Date: 10/24/17

UTICA FIRE DEPARTMENT



John Kelly
Fire Chief

Date: 10/24/17

Approved
Oneida County Attorney's Office

Alison M. Stanulevich
Assistant County Attorney

Oneida County
Office of Traffic Safety / STOP-DWI Program



Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator



September 7, 2017

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

FN 20 17-378
Reviewed and Approved for Submittal to the
Oneida County Board of Legislators by

PUBLIC SAFETY *[Signature]*
Anthony J. Picente, Jr.
County Executive

WAYS & MEANS Date 10/26/17

Dear County Executive Picente:

Attached is an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the Town of Whitestown through its Whitestown Police Department. This agreement provides funding for the police agencies within Oneida County to conduct Selective Stop-DWI Crackdown Patrols during the holidays. This funding is 100% reimbursable to Oneida County from a grant received from the New York State STOP DWI Foundation. No County dollars are needed for this agreement.

I am respectfully requesting that this agreement for the Town of Whitestown be approved as a template for all listed Police Agency contracts, including the Oneida County Sheriff's Office, Utica Police Department, Rome Police Department, Whitestown Police Department, Whitesboro Police Department, Yorkville Police Department, and the New York Mills Police Department, which are all of the same content, with the exception of agency name, locality and dollar amount.

The total expenditures for Selective Stop-DWI Crackdown Patrols amount to \$ 15,000.00, as follows:

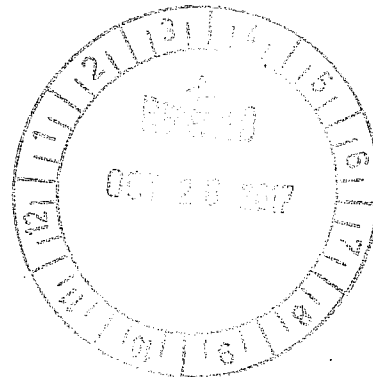
New York Mills Police Department: 3 Maple Street, New York Mills, NY 13417	\$1,200.00
Rome Police Department: 301 North James Street, Rome, NY 13440	\$2,650.00
City of Utica Police Department: 413 Oriskany St W, Utica NY 13502	\$2,650.00
Whitesboro Police Department: 46 Roosevelt Drive, Whitesboro NY 13492	\$1,800.00
Whitestown Police Department: 8539 Clark Mills Road, Whitesboro NY 13492	\$2,000.00
Yorkville Police Department: 30 Sixth Street, Yorkville NY 13495	\$2,000.00
Oneida County Sheriff's Office: 6065 Judd Road, Oriskany, NY 13424	\$2,700.00

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

[Signature]

Thomas A. Giruzzi
STOP DWI Coordinator



Oneida County Emergency Services • 200 Base Road • Suite 3 • Oriskany, NY 13424
Office of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943
Fax: 315.736.8958 • E-mail stopdwi@ocgov.net • www.ocgov.net



Oneida Co. Department: Stop-DWI Program

Completing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X _____

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Town of Whitestown
8539 Clark Mills Rd
Whitesboro, NY 13492

Title of Activity or Service: *Selective STOP-DWI Crackdown Patrols*

Proposed Dates of Operation: December 15, 2017 – September 30, 2018

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: *Whitestown Police Department will provide special holiday patrols, in addition to their normally scheduled patrols, with the sole function focusing on Selective STOP-DWI Crackdown Patrols.*

2) Program/Service Objectives and Outcomes: *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and related offenses.*

3) Program Design and Staffing: *Staff is drawn from the agency's sworn police officers*

Total Funding Requested: \$ 2,000.00

Account#: A3313.495

Oneida County Dept. of Funding Recommendation: \$2,000.00

Proposed Funding Sources (Federal \$ /State\$ / County \$): *County dollars, 100% reimbursed from the New York State STOP-DWI Foundation Crackdown grant.*

Cost per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiatives and special operations.*

O.C. Department Staff Comments: This agreement with Whitestown is intended to become the template agreement for future Stop-DWI Crackdown Patrols Agreements.

**ONEIDA COUNTY SELECTIVE STOP-DWI CRACKDOWN
PATROLS AGREEMENT**

THIS AGREEMENT made this 15th day of December 2017, by and between the **TOWN OF WHITESTOWN** through its **WHITESTOWN POLICE DEPARTMENT**, both having offices at 8539 Clark Mills Road, Whitesboro, New York 13492, hereinafter referred to as the “**POLICE AGENCY**,” and the **COUNTY OF ONEIDA**, having its principal offices at 800 Park Ave, Utica, NY 13501, through its **STOP-DWI PROGRAM**, hereinafter referred to as the “**COUNTY**” (collectively referred to as the “Parties”).

WHEREAS, the **COUNTY** operates and conducts a “**STOP-DWI PROGRAM**,” which seeks the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the **STOP-DWI PROGRAM** has been the recipient of a grant from the New York State STOP-DWI Foundation to support a program entitled “**Selective STOP-DWI Crackdown Patrols**,” and

WHEREAS, the **POLICE AGENCY** has expressed the willingness, ability, and desire to participate in **Selective STOP-DWI Crackdown Patrols**;

NOW, THEREFORE, the Parties agree as follows:

1. The **POLICE AGENCY** shall provide **Selective STOP-DWI Crackdown Patrols** on targeted holiday dates, as set by the New York State STOP-DWI Foundation. These services and activities shall be related to the mission of the **STOP-DWI PROGRAM**: the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **POLICE AGENCY** up to the sum of two thousand dollars and no cents (**\$2,000.00**) for its participation in **Selective STOP-DWI Crackdown Patrols**. The funds paid to the **POLICE AGENCY** under this Agreement are intended to be used to support hours worked by police officers during the **Selective STOP-DWI Crackdown Patrols**. Payments shall be made upon receipt from the **POLICE AGENCY** of a properly completed **COUNTY** voucher and related New York State STOP-DWI Foundation activity forms, which will itemize and set forth in detail the costs incurred and/or services performed. Said voucher and forms must be submitted within thirty (30) days of said **Selective STOP-DWI Crackdown Patrols**.

3. All activities associated with this **AGREEMENT** shall be governed by the officially published “Standard Operating Procedures of the Oneida County Stop-DWI Program,” as same may be amended.

4. The **POLICE AGENCY** warrants and represents that the program to be conducted by it under this **AGREEMENT** does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The **POLICE AGENCY** agrees to comply with all applicable Federal, State and Local statutes, rules and regulations, as same may from time to time be amended.

6. The **POLICE AGENCY** shall notify the **STOP-DWI PROGRAM** Coordinator of all traffic fatalities occurring within the **POLICE AGENCY'S** jurisdiction during the term of this **AGREEMENT**, upon completion of the investigation of that fatality. Such notification shall include a photocopy of the final MV-104A and MV-104D Police Reports.

7. The **COUNTY** reserves the right to terminate this **AGREEMENT** upon thirty (30) days' written notice to the **POLICE AGENCY**. In the event of termination, the **COUNTY** will have no further obligation to the **POLICE AGENCY** other than payment for costs or services actually incurred prior to termination. In no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

8. This **AGREEMENT** may not be assigned by the **POLICE AGENCY** without the prior written consent of the **COUNTY**.

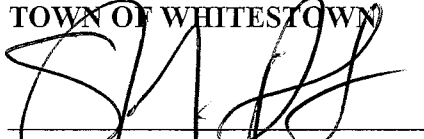
9. The Oneida County Standard Contract Clauses Addendum, which contains additional terms, covenants and conditions that the Parties agree to be bound by and follow, is incorporated by this reference and made a part of this **AGREEMENT**.

10. This **AGREEMENT** shall be effective from December 15, 2017 through September 30, 2018.

THE REMAINDER OF THIS PAGE HAS BEEN
INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

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

TOWN OF WHITESTOWN

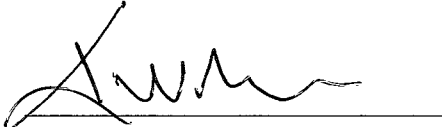

BY: Shaun J. Kaleta
Title: Town Supervisor

10/16/17
DATE

ONEIDA COUNTY

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

DATE


BY: Kevin W. Revere
Title: Emergency Services Director

10/20/17
DATE

Approved

Alison Stanulevich
Assistant County Attorney

**Oneida County
Standard Contract Clauses Addendum**

THIS ADDENDUM, 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. Executory or Non-Appropriation Clause.

- a. 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.

- a. 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 tension, 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 (1), (0), (0), (d), (0), (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.
 3. 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 "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, 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.

- a. 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.
- b. 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.

- a. 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.
- b. 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.

- a. 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).
- 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.
- c. 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.

- d. 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.

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

October 24, 2017

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

FN 20 17 379
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 10/27/17
PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

Attached for your review and approval is correspondence from Sheriff Robert M. Maciol, requesting the creation of one (1) new Deputy Sheriff Patrol position in Sheriff-Law Enforcement, Cost Center 3120.

As stated in Sheriff Maciol's letter, he is requesting one (1) Deputy Sheriff Patrol position Grade 1S, Step 5 \$45,901 to be assigned to the School Resource Officer Program: Madison Oneida B.O.C.E.S. This position will be placed at the School Campus in Verona as a School Resource Officer. The purpose of the School Resource Officer is to increase the safety and order within the schools setting. The position will be fully reimbursed by Madison Oneida BOCES.

This request will require action by the Board of Legislators.

Sincerely,

John P. Talerico
Commissioner of Personnel

Copy: Sheriff
County Attorney
Budget



Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi

Sheriff Robert M. Maciol

October 18, 2017

Commissioner John P. Talerico
Oneida County Department of Personnel
800 Park Ave., 6th Floor
Utica, NY 13501

Re: MSD 222

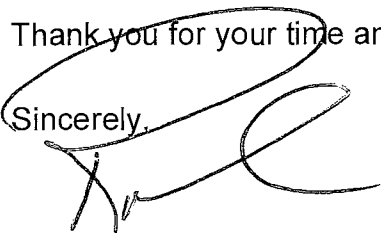
Dear Commissioner Talerico:

Enclosed please find MSD 222 with regard to the creation of an additional Deputy Sheriff Patrol Position. Madison Oneida BOCES has just requested an additional Deputy Sheriff to be present at the School Campus in Verona as a School Resource Officer. The purpose of the SRO is to increase the sense of safety and order within the school setting. This position will be fully reimbursed by Madison Oneida BOCES.

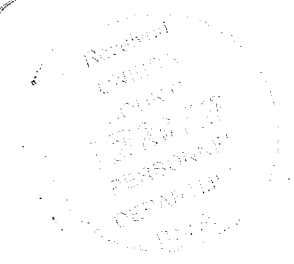
If you have any questions or need further information, please do not hesitate to contact my office.

Thank you for your time and consideration in this matter.

Sincerely,


Robert M. Maciol
Sheriff

Yes



Administrative Office

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

Law Enforcement Division

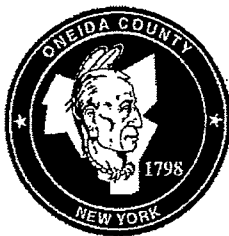
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division

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

Civil Division

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



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

JORDAN S. KARP
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

November 2, 2017

Honorable Anthony J. Picente, Jr.

Oneida County Executive

800 Park Avenue

Utica, NY 13501

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

FN 20 17-380
Anthony J. Picente, Jr.
County Executive

GOVERNMENT OPERATIONS Date 11/2/17

Dear County Executive Picente:

WAYS & MEANS

A Resolution must be passed by the Board of Legislators fixing the rates for compensation for Poll Site Coordinators and Inspectors for the 2018 Election Season and forward until the Commissioners request an increase in the rates. The rates are as follows:

Poll Site Coordinator – Primary \$150.00

Inspector – Primary \$120.00

AND

Poll Site Coordinator – General \$200.00

Inspector – General \$170.00

We are requesting that a Resolution be passed with the above-rates for the 2018 Election Season and forward and as stated above until the Commissioners request an increase in the rates.

Thank you.

Sincerely,

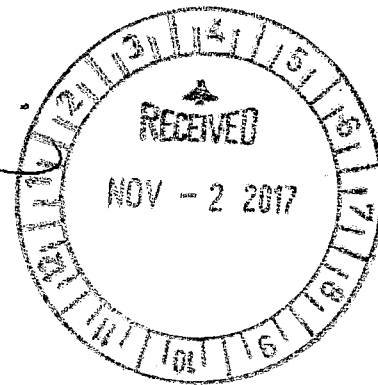
Jordan S. Karp

Democratic Commissioner

Rose Marie Grimaldi

Rose Marie Grimaldi

Republican 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

October 10, 2017

FN 20 17-381

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

Anthony J. Picente, Jr.
County Executive

GOVERNMENT OPERATIONS

Date 10/10/17

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

WAYS & MEANS

Dear County Executive Picente:

On September 8, 2008, the Oneida County Board of Legislators passed Local Law No. 4 of 2008, enacting a limited exemption from real property taxes for cold war veterans. Pursuant to statute, the exemption provided therein was limited to 10 years in duration.

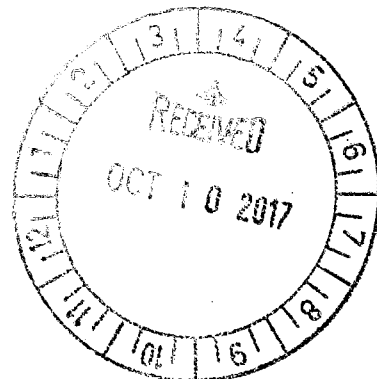
Chapter 290 of the laws of New York, 2017, amended section 458-b of the real property tax law to afford local governments and school districts the option to remove the ten-year limitation on the real property tax exemption for cold war veterans.

In order to effectuate same the county will need to adopt a local law or resolution providing that the exemption will apply to qualifying owners without regard to the ten year limitation. The estimated county impact for qualifying owners is under \$29,000.

If you concur with removing the ten year limitation on the exemption for these veterans please forward this to the Board of Legislators for their consideration.

Sincerely,

Anthony Carvelli



Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

October 25, 2017

FN 20 17-382

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

AIRPORT

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 11/3/17

Re: Teaming Agreement Supplement- NUAIR

Dear Mr. Picente:

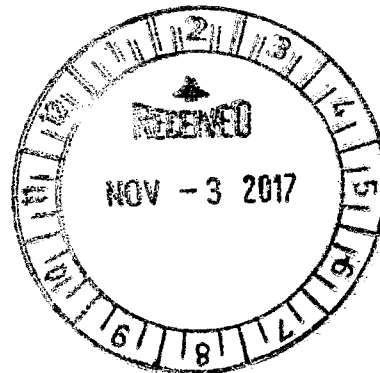
Enclosed for your consideration, please find a Supplement to the Teaming Agreement between Oneida County and NUAIR. This Supplement enables the County to provide payment to NUAIR for work accomplished under the Wal-Mart Research Services/Testing Agreement (Oneida County Contract No. 17952) Statement of Work. Total payments to NUAIR under this Supplement will not exceed \$105,996.00 and were included in and are fully funded by the Research Services/Testing Agreement between the County and Wal-Mart Stores, Inc.

If you approve of this Supplement to the Teaming Agreement, please forward the same to the Board of Legislators for consideration at their next meeting.

Sincerely,

Russell Stark
Russell Stark
Commissioner
Oneida County Department of Aviation

Enclosures



Oneida Co. Department: Airport

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

NUAIR
635 Bomber Drive
Rome, New York 13441

Title of Activity or Service:

Supplement to the Teaming Agreement
between Oneida County and NUAIR

Proposed Dates of Operation:

Upon execution, through termination of
the Research Services/Testing Agreement
(Contract No. 17952) with Wal-mart
Stores, Inc.

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This Amendment to the Teaming Agreement enables Oneida County through its Department of Aviation the ability to provide payment to NUAIR for work conducted under the WALMART Research Services/Testing Agreement Statement of Work.

2) Program/Service Objectives and Outcomes:

This Amendment is necessary to facilitate the smooth accomplishment of the above mentioned Tasks for WALMART.

3) Program Design and Staffing: N/A

Total Funding Requested: \$105,996.00 **Account #: A5620**

Oneida County Dept. Funding Recommendation: \$105,996.00 – fully funded through the revenue for this purpose in the Research Services/Testing Agreement (Contract No. 17952) with Wal-mart Stores, Inc.

Proposed Funding Sources (Federal \$/ State \$/County \$): County (fully funded through the revenue for this purpose in the Research Services/Testing Agreement (Contract No. 17952) with Wal-mart Stores, Inc.

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

EXHIBIT H

Supplement 8 to Teaming Agreement

THIS SUPPLEMENT 8 TO TEAMING AGREEMENT (this "Supplement 8") is made and entered into as of _____, 2017 (hereinafter "Effective Date"), by and between, the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 800 Park Avenue, Utica, New York 13501, through its Department of Aviation, Griffiss International Airport (hereinafter collectively "Griffiss"), and Northeast UAS Airspace Integration Research Alliance, Inc., a Not-For-Profit Corporation organized and existing under the laws of the State of New York, having its principal place of business at 115 West Fayette Street, Syracuse, New York 13202 (hereinafter "NUAIR").

The provisions of this Supplement 8 shall constitute a part of, and are hereby incorporated into, that certain teaming agreement (Oneida County Contract No. 013670) dated as of the 26th day of February 2013, (as amended) by and between the Parties (hereinafter "Teaming Agreement"). Capitalized terms defined in the Teaming Agreement and not otherwise defined herein shall have the meanings given them in the Teaming Agreement when used in this Supplement 8.

1. The Parties hereby agree that the following business opportunity shall each become a Joint Opportunity within the scope of the Teaming Agreement:

Joint Opportunity: Research Services/Testing Agreement (Oneida County Contract No. 17952) Statement of Work and all its supplements and amendments.

Customer: Wal-Mart Stores, Inc.

2. The Lead for the Joint Opportunity listed hereinabove shall be Griffiss. NUAIR shall be the Supporting Party.
3. The allocation of work and responsibility between the Parties for the Joint Opportunity listed hereinabove shall be per the Statement of Work that is a part of the Research Services/Testing Agreement (Oneida County Contract No. 17952).
4. Griffiss will provide payment to NUAIR for the Joint Opportunity listed hereinabove, upon submission by NUAIR of an itemized bill and a properly completed County voucher in an amount not to exceed \$105,996.00.
5. Facsimile signatures shall be relied upon as original signatures in all respects, whether or not the Parties subsequently circulate duplicate originals for signature.

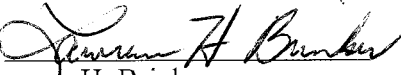
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Supplement 8 in duplicate original copies as of the Effective Date.

County of Oneida

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

**Northeast UAS Airspace Integration
Research Alliance, Inc.**

By: 
Lawrence H. Brinker
Interim President and CEO & General
Counsel

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

Original Teaming Agreement

Oneida County Contract Tracking Sheet

Contract #	20518	Code	New	Prior #	Dept #
Vendor	NUAIR	Type:	Other		
Starts on Contract Execution:	<input checked="" type="checkbox"/>	Start Date	End Date		12/31/2017

Department: Airport
Appropriation Acct(s): A5620.495
Revenue Code:
Contract Amount: \$35,000.00

Contact Person:
 Russell Stark

This is a Supplement to the Teaming Agreement (Contract #013670) between Oneida County and NUIR. To enable the Department of Aviation to provide payment to NUIAR for the USAFE Phase 1 Demonstration being

1) County Attorney

		<i>Date</i>	<i>Item Number</i>
Approval as to Form:	YES <u>X</u> NO _____	_____	_____
Contract Amount Over \$50,000:	YES _____ NO <u>X</u> _____	_____	_____
Board of Legislators Approval Req'd:	YES _____ NO <u>X</u> _____	_____	_____
Board of Acquisition and Contract:	YES _____ NO <u>X</u> _____	_____	_____
Requires Notary Public:	YES _____ NO <u>X</u> _____	_____	_____

Comments:

Date: 9/12/2017

Initials: ALC

2) Budget Director

Comments:

Returned to the County Attorney's office.

Date: 09/12/2017

Initials: TBK

3) Final Review County Attorney

Comments:

Date: 9/12/2017

Initials: ALC o/b/o PMR

4) Sent to Board of Legislators

(contract to be held in Law Dept.)

Sent Date:

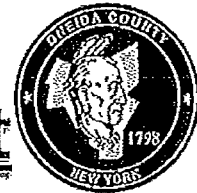
Approval Date:

Resolution Number:

Sent to County Executive for Signature

Date: 9/14/17

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

September 11, 2017

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


Re: Teaming Agreement Amendment- NUAIR

Dear Mr. Picente:

Please consider acceptance of this Amendment to the Teaming Agreement between Oneida County and NUAIR.

The Amendment to the Teaming Agreement enables Oneida County through its Department of Aviation the ability to provide payment to NUAIR for purchases not to exceed \$35,000.00 relevant to the USAFE UAS Phase 1 Demonstration being held on 28 September 2017. This demonstration is in support of the UAS Test Site at Griffiss International Airport.

Sincerely,


Russell Stark
Commissioner
Oneida County Department of Aviation

Oneida Co. Department: Airport

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

NUAIR
635 Bomber Drive
Rome, New York 13441

Title of Activity or Service:

Supplement to the Teaming Agreement
between Oneida County and NUAIR

Proposed Dates of Operation:

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This Supplement to the Teaming Agreement enables Oneida County through its Department of Aviation the ability to provide payment to NUAIR in an amount not to exceed \$35,000.00 for the USAFE UAS Demonstration on September 28, 2017 in support of the UAS Test Site at Griffiss.

2) Program/Service Objectives and Outcomes:

This Supplement is necessary to facilitate the smooth accomplishment of the USAFE UAS Demonstration being held at Griffiss International Airport.

3) Program Design and Staffing: N/A

Total Funding Requested: \$35,000.00

Account #: A5620.495

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): County \$35,000.00

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments:

Supplement to Teaming Agreement

THIS SUPPLEMENT TO TEAMING AGREEMENT (this "Supplement") is made and entered into as of Sept. 14, 2017, by and between, County of Oneida, a political subdivision of the State of New York, through its Department of Aviation, Griffiss International Airport, having an office at 800 Park Avenue, Utica, New York 13501 ("Griffiss"), and Northeast UAS Airspace Integration Research Alliance, Inc., a New York Not-For-Profit Corporation, having a principal place of business at 115 West Fayette Street, Syracuse, New York 13202 ("NUAIR"). The provisions of this Supplement shall constitute a part of, and are hereby incorporated into, that certain Teaming Agreement dated as of the 26th day of February 2013, (as amended) by and between the parties. Capitalized terms defined in the Teaming Agreement and not otherwise defined herein shall have the meanings given them in the Teaming Agreement when used in this Supplement.

1. The parties hereby agree that the following business opportunity shall become a Joint Opportunity within the scope of the Teaming Agreement:

Customer: USAFE Phase I Demonstration

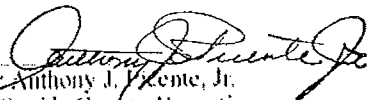
Joint Opportunity: Unmanned Air Traffic Management, Griffiss Aerial Demonstration.

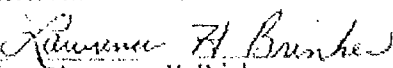
2. The lead for the Joint Opportunity shall be Griffiss; NUAIR will be the Supporting Party.
3. The allocation of work and responsibility between the parties for the Joint Opportunity shall be as follows: Griffiss shall be the named responding party. NUAIR shall prepare, submit, receive and manage payments and/or submittals for payments to ensure all the requirements of this Joint Opportunity are fulfilled.
4. Griffiss will provide funding for this Joint Opportunity in an amount not to exceed \$35,000.00. Payments shall be made to NUAIR upon submission of a properly completed County voucher.
5. Facsimile signatures shall be relied upon as original signatures in all respects, regardless as to whether or not the parties subsequently circulate duplicate originals for signature.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement in duplicate original copies as of the Effective Date.

County of Oneida

Northeast UAS Airspace Integration
Research Alliance, Inc.

By: 
Name: Anthony J. Vicente, Jr.
Title: Oneida County Executive

By: 
Name: Lawrence H. Brinker
Title: Executive Director & General Counsel

Approved
ONEIDA COUNTY ATTORNEY
By: 

Exhibit A

Oneida County Contract Tracking Sheet

Contract #	16517	Code	Now
		Prior #	Dept #
Vendor	NUAIR	Type:	Other
Starts on Contract Execution:	<input checked="" type="checkbox"/> Start Date	End Date	2/28/2022

Department: Airport
 Appropriation Acct(s):
 Revenue Code:
 Contract Amount: 0

Contact Person:
 Russell Stark

This is a supplement to the Teaming Agreement between Oneida County and NUAIR dated 20 February 2013. This amendment is necessary for the fulfillment of NASA Order HND 17SA431.

1) County Attorney

	Date	Item Number
Approval as to Form:	YES <input checked="" type="checkbox"/> NO _____	_____
Contract Amount Over \$50,000:	YES _____ NO <input checked="" type="checkbox"/>	_____
Board of Legislators Approval Req'd:	YES _____ NO <input checked="" type="checkbox"/>	_____
Board of Acquisition and Contracts:	YES _____ NO <input checked="" type="checkbox"/>	_____
Requires Notary Public:	YES _____ NO <input checked="" type="checkbox"/>	_____

Comments:

Date: 3/13/2017

Initials: ALC

2) Budget Director

Comments:

Returned to the County Attorney's Office.

Date: 03/14/2017

Initials: TBK

3) Final Review County Attorney

Comments:

Date: 3/13/2017

Initials: ALC o/b/o PMR

4) Sent to Board of Legislators

(contract to be held in Law Dept.)

Sent Date:

Approval Date:

Resolution Number:

Sent to County Executive for Signature

Date: 3.23.17

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

March 10, 2017

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

Re: NUAIR Supplement to the Teaming Agreement dated 26 February 2013

Dear County Executive Picente,

Please consider acceptance of the attached amendment to the teaming agreement that Oneida County has with NUAIR, a Domestic Not-for-Profit Corporation, having a principle place of business at Mall Drop 34, 235 Harrison Street, Syracuse, New York 13202. The original Teaming Agreement, dated 26 February 2013 is attached with all amendments.

This amendment allows for a funding mechanism to provide payment to NUAIR for work conducted for NASA Task Order 3, NASA order #NND17SA43T. This work is to be completed o/a 9 June 2017.

Please sign the attached amendment should you concur with this recommendation.

Point of contact for this letter is the undersigned, at (315)736-4171.

Sincerely,

Russell Stark
Commissioner
Oneida County Department of Aviation

Oneida Co. Department:

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

NUAIR
Mail Drop 34, 235 Harrison Street
Syracuse, NY 13202

Title of Activity or Service:

Amendment to Teaming Agreement

Proposed Dates of Operation:

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This is a Supplement to the existing Teaming Agreement, dated 26 February 2013 to utilize NUAIR expertise and provide a funding mechanism during the execution of NASA Order NND17SA43T.

2) Program/Service Objectives and Outcomes:

Accomplishment of NASA awarded Task Order.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00

Account #: A5620

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): This is a no cost, no revenue Supplement to the Teaming Agreement.

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments:

EXHIBIT E
SUPPLEMENT TO TEAMING AGREEMENT

THIS SUPPLEMENT TO TEAMING AGREEMENT (this "Supplement") is made and entered into as of the 23rd day of March, 2017, by and between, COUNTY OF ONEIDA, a political subdivision of the State of New York, through its Department of Aviation, Griffiss International Airport, having an office at 800 Park Avenue, Utica, New York 13501, ("Griffiss"), and NORTHEAST UAS AIRSPACE INTEGRATION RESEARCH ALLIANCE, INC., a New York Not-For-Profit Corporation, having a principal place of business at Mail Drop 34, 235 Harrison Street, Syracuse, New York 13202 ("NUAIR").

The provisions of this Supplement shall constitute a part of, and are hereby incorporated into, that certain Teaming Agreement dated the 26th day of February, 2013, (as amended) by and between the parties. Capitalized terms defined in the Teaming Agreement and not otherwise defined herein shall have the meanings given them in the Teaming Agreement when used in this Supplement.

Customer: NASA/Armstrong Flight Research Center

Joint Opportunity: Solicitation NND17SA43T and all its supplements and amendments.

Lead: Griffiss

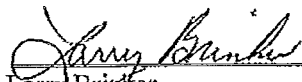
Supporting Party: NUAIR

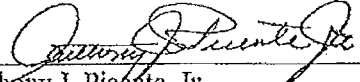
Allocation of Responsibilities, costs and revenues: per each individual task order issued by NASA/Armstrong Flight Research Center.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement in duplicate original copies as of the Effective Date.

Northeast UAS Airspace Integration
Research Alliance, Inc.

COUNTY OF ONEIDA

By: 
Larry Brinker
Chief Executive Officer
NUAIR Alliance

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

Approved:

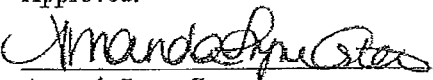

Amanda Lynn Cortese
Special Assistant County Attorney

Exhibit A

Original Teaming Agreement

And all previous Amendments

Oneida County Contract Tracking Sheet

Contract #	8806	Code	Now	Prior #	Dept #
Vendor	NUAIR	Type	Lease		
Starts on Contract Execution:	<input checked="" type="checkbox"/>	Start Date		End Date	2/28/2022

Department: Airport Appropriation Acct(s): Revenue Code: Contract Amount: 0

Contact Person:
Russell Stark

This is an amendment to the Teaming agreement between Oneida County and NUAIR for the purpose of Leasing UAS owned by NUAIR for the purpose of conducting UAS Testing for Oneida at Offiss.

1) County Attorney	Date	Item Number
Approval as to Form:	YES <u>X</u> NO _____	_____
Contract Amount Over \$50,000:	YES _____ NO <u>X</u> _____	_____
Board of Legislators Approval Req'd:	YES _____ NO <u>X</u> _____	_____
Board of Acquisition and Contract	YES _____ NO <u>X</u> _____	_____
Requires Notary Public:	YES _____ NO <u>X</u> _____	_____

Comments: Date: 8/8/2016
 Initials: ALC

2) Budget Director Comments: Returned to County Attorney's Office. Date: 08/11/2016
 Initials: TBK

3) Final Review County Attorney Comments: Date: 8/8/2016
 Initials: ALC o/b/o PMR

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

Sent to County Executive for Signature Date: 8/18/16

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

August 3, 2016

Anthony J. Picente, Jr.
Onondaga County Executive
800 Park Avenue
Utica, NY 13501

Re: Teaming Agreement Amendment- NUAIR

Dear Mr. Picente:

Please consider acceptance of this Amendment to the Teaming Agreement between Onondaga County and NUAIR.

The Amendment to the Teaming Agreement provides for Lease and Operation of NUAIR owned UAS in support of the Griffiss UAS Test Site.

If you concur with this Teaming Agreement Amendment, please forward this request to the Onondaga County Board of Legislatures for their consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Russell Stark".

Russell Stark
Commissioner
Onondaga County Department of Aviation

Oneida Co. Department:

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

NUAIR
635 Bomber Drive
Rome, New York 13441

Title of Activity or Service:

Amendment to the Teaming Agreement
between Oneida County and NUAIR

Proposed Dates of Operation: Execution
through 2/28/2022

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This Amendment to the Teaming Agreement provides for the Lease of NUAIR owned UAS and crews for the purpose of conducting client testing at the Griffiss UAS Test Site.

2) Program/Service Objectives and Outcomes:

The Teaming Agreement Amendment provides for a more standardized and efficient use of the NUAIR assets as it relates to the Griffiss UAS Test Site. This Amendment is necessary to facilitate testing for clients at the Griffiss UAS Test Site.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00

Account #: A5620

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): This is a nonrevenue generating Teaming Agreement Amendment.

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments:

SUPPLEMENT TO TEAMING AGREEMENT
AND AIRCRAFT LEASE

THIS SUPPLEMENT TO THAT TEAMING AGREEMENT dated as of 26 February 2013, as amended, and is hereby incorporated into that Agreement, is made and entered into this 17th day of August, 2016, by and between the COUNTY OF ONEIDA, NY, a municipal corporation organized and existing under the laws of the State of New York, with offices at 800 Park Avenue, Utica, NY 13501, hereinafter referred to as "LESSEE" and NORTHEAST UAS AIRSPACE INTEGRATION RESEARCH ALLIANCE, INC. (NUAIR), a domestic not-for-profit corporation organized under the laws of the state of New York, with its principal place of business at 115 West Fayette Street, Syracuse, NY 13202, hereinafter referred to as "LESSOR", collectively referred to as the "Parties," and

WHEREAS, the Lessor, is the owner of multiple Unmanned Aircraft System (UAS), hereinafter referred to as the "Equipment", which Lessor, as the Griffiss UAS Test Site Manager wishes to lease to the Lessee for the purpose of conducting research and development under the condition(s) as proscribed in the Certificates of Waiver or Authorization ("COA"s) assigned to the Griffiss UAS Test Site; and

WHEREAS, the Lessee by and through its Aviation Department, a Federal Aviation Administration designated Unmanned Aerial System (UAS) Test Site Operator, wishes to conduct research and development utilizing Lessor owned equipment and operators for prospective clients;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration in hand paid by each party to the other,

the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **LEASED PROPERTY:** Lessor hereby leases to the Lessee for the purposes herein set forth all UAS platforms owned by Lessor as required to conduct research and development flights. Further, Lessor shall provide to Lessee a qualified operating crew (hereinafter referred to as "Operators") to conduct the research and development mission specified herein. Said Operators are, and shall be deemed to be, employees of Lessor and not those of Lessee.

2. **LEASE TERM:** The lease will commence upon execution of this document and continue until the expiration date (the "Bid Date") of the current Teaming Agreement between the Lessor and Lessee.

3. **LEASE PAYMENTS:** There shall be no lease payments due by the Lessee to the Lessor by virtue of this Lease; however, Lessee agrees to provide to Lessor a mutually agreed upon UAS test data package at no cost to Lessor.

4. **DELIVERY OF EQUIPMENT:** Lessor shall be responsible for all expenses and costs incurred in delivering the Equipment to Lessee's premises or test site location and, at the end of the lease term, retrieving the Equipment and return it back to Lessor's premises.

5. **DEFAULT:** If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor's sole remedy shall be to declare Lessee in default of the Agreement and to immediately recover possession of the Equipment.

6. **POSSESSION AND SURRENDER OF EQUIPMENT:** Lessee shall be entitled to

take possession of the Equipment on the Begin Date. Lessee agrees to surrender the Equipment to the Lessor on the End Date.

7. **USE OF EQUIPMENT:** Lessee hereby agrees that the use of the Equipment is limited to research and development testing authorized under one or more Federal Aviation Administration ("FAA") Certificates of Waiver or Authorization (COA) issued for purposes of conducting the tests specified therein. Lessee shall maintain Operational Control (as further defined in paragraph 23 hereof) of the Equipment throughout the lease term, regardless of location of the Equipment. Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, and orders regarding the use, maintenance and storage of the Equipment, including but not limited to the terms of the COA(s).

8. **MAINTENANCE AND REPAIR:** Lessor, at Lessor's sole cost and expense, will maintain the Equipment in proper working order throughout the lease term, provided however that the Lessee shall be responsible for the cost of any replacement, maintenance or repair of the Equipment resulting from Lessee's sole negligence.

9. **INSURANCE:** Lessor shall, during the Lease Term, maintain a policy or policies of insurance containing the coverages indicated and in the amounts hereinafter set forth naming the County of Oneida as additional insured thereon. The Lessor must have the following insurance coverage prior to the conduct of testing and provide documentation to the Lessee:

1. State of New York Worker's Compensation Insurance to meet or exceed state law;
2. Automobile Liability with not less than a \$1,000,000 Combined Single Limit (CSL)
 - a. Covering Owned, Non-Owned and Hired Autos;
3. Commercial General Liability Policy with limits of liability not less than
 - a. \$1,000,000 per Occurrence

b. \$2,000,000 Aggregate Limit

c. Covering:

- i. Premises and Operations
- ii. Contractual Liability
- iii. Products and Completed Operations
- iv. Personal Injury
- v. Independent Contractor's Liability
- vi. Explosion, Collapse and Underground (XCU)

4. Owned Aircraft Liability with limits of liability not less than:

a. \$1,000,000 Limit

b. Covering

- i. Bodily Injury and Property Damage;

5. Umbrella Policy with coverage limits of liability not less than \$1,000,000;

The LESSOR shall, at its sole expense, insure the hull damage with full Waiver of Subrogation for any damage to the EQUIPMENT. If the LESSOR does not insure the hull for physical damage, the LESSOR will not impose any liability upon the LESSEE. LESSOR's proof of insurance certificate is annexed hereto and marked as Exhibit B.

10. ENCUMBRANCES: Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act whereby Lessor's title or rights may be adversely affected thereby.

11. LESSOR'S REPRESENTATIONS: Lessor represents and warrants that Lessor has the right to lease the Equipment to the Lessee for the purposes specified herein.

12. OWNERSHIP OF EQUIPMENT: The Equipment is and shall remain the sole and exclusive property of Lessor throughout the duration of the lease term.

13. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

14. **ASSIGNMENT:** This Agreement is not assignable by either party.

15. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and/or assigns.

16. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York.

17. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, via certified mail return receipt requested, postage prepaid, or delivered by overnight delivery to:

Lessor
Larry Brinker
NUAIR, Executive Director
115 West Fayette Street
Syracuse, NY 13202

Lessee
County of Oneida
Attn: Russell Stark, Commissioner of Aviation
660 Hangar Road, Suite 223
Rome, NY 13441

With a copy to:

Oneida County Department of Law
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

Either party may change such addresses from time to time by providing notice to the other in accordance with this paragraph.

18. **FEDERAL AVIATION ADMINISTRATION (FAA):** Lessor agrees that Lessee shall be conducting the research and development flights under authority granted to Lessee by

and through one or more Certificates of Waiver or Authorization (COA). Lessor agrees to work cooperatively with Lessee to insure compliance with the COA(s).

19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified, but only if such modifications are in writing, are authorized by formal act of the contracting parties, and signed by both parties with the same formality as the original instrument.

20. **CUMULATIVE RIGHTS:** The rights of each party arising out of and by virtue of this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

21. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. **MUTUAL INDEMNITY AGREEMENT:** Each party shall defend, with competent counsel, hold harmless and indemnify the other Party and its directors, officers, agents, representatives and employees against any and all loss, liability, damage or expense, including any direct loss, liability, damage or expense for injury or death to persons, including employees of either Party, and damage to property, including property of either Party (collectively, "Liabilities") arising out of the sole and direct negligence of the indemnifying Party, its employees, representatives or agents, in connection with this Agreement. Neither Party

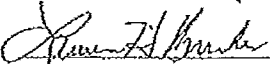
shall be liable under any circumstances for special, indirect, consequential, or punitive damages in connection with this Agreement, even if advised of the possibility of such damages.

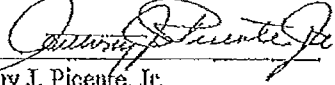
23. ADDITIONAL TERMS AND CONDITIONS: The parties agree that during the term of this Lease, the UAS and Operators shall be under the operational control of Lessee, regardless of the location of the flight test. "Operational control" shall be defined as similar to that required by an FAA Part 135 air carrier.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

NUAIR

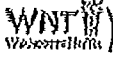
COUNTY OF ONEIDA, NY

By: 
Larry Brinker
Executive Director
Northeast UAS Airspace
Integration Research Alliance

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

Approved:


Amanda Lynn Corlese
Special Assistant County Attorney



TEAMING AGREEMENT

THIS TEAMING AGREEMENT (this "Agreement") is made and entered into as of February 26, 2013, (the "Effective Date") by and between the County of Oneida, NY, through its Department of Aviation, Griffiss International Airport, a political subdivision of the State of New York, having an office at 800 Park Avenue, Utica, New York 13501 ("Griffiss") and Northeast UAS Airspace Integration Research Alliance, Inc., d/b/a NUAIR, a New York Not-For-Profit Corporation, having a principal place of business at 572 S. Salina Street Syracuse, New York 13202 ("Nuair").

WHEREAS, Griffiss and Nuair (each a "Party" and, collectively, the "Parties") believe that their respective products or services may be complementary and that it may be mutually beneficial to each Party if they jointly pursue certain mutually agreed upon opportunities; and

WHEREAS, the Parties desire to enter into this Agreement to establish a teaming relationship and alliance and to set forth terms and conditions for the selection of those opportunities that the parties may elect to pursue jointly ("Joint Opportunity" or "Joint Opportunities"), the joint preparation of proposals and other joint marketing efforts for Joint Opportunities, the allocation of work under any Joint Opportunity won by the Parties, and various other related matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Teaming Opportunities; Scope of Responsibilities.

1.1. Joint Opportunities. Either Party may, without obligation, propose to the other that a business opportunity of which it is aware become a Joint Opportunity. An opportunity proposed by either Party shall become a Joint Opportunity under this Agreement upon the execution and delivery by each Party of a written supplement to this Agreement respecting such opportunity. Each written supplement shall be substantially in the form of Exhibit A attached hereto (each, a "Supplement"). Each Supplement for a Joint Opportunity will include the following: (i) the identity of the prospective customer (a "Customer"); (ii) a description of the particular opportunity; (iii) the Party that will act as the prime contractor (if applicable) or, if there is no prime contractor, whether one of the Parties will act as the lead in pursuing a Joint Opportunity or preparing a proposal (the Party acting as a prime contractor or lead, if applicable, will be referred to herein as the "Lead" and the other Party will be referred to herein as the "Supporting Party"); (iv) an allocation of the work and responsibilities between the Parties, and allocation of costs and revenues, both in preparing the proposal, and, if the proposal is accepted; and (v) such additional matters relating to the Joint Opportunity as the Parties may elect to include. In the event the Parties execute a Supplement relating to a Joint Opportunity, each Party agrees not to pursue the Joint Opportunity with a competitor of the other Party unless and until the Joint Opportunity is terminated pursuant to Section 7.2 below.

1.2. Proposals.

1.2.1. **Lead Designated.** If a Lead is designated, the Lead shall be primarily responsible to prepare and submit a proposal relating to the Joint Opportunity to the Customer. The Supporting Party shall prepare those portions of the proposal relating to the matters described as its responsibility in the Supplement and shall make qualified personnel available to provide reasonable support to the Lead in connection therewith. Final authority for any proposal shall remain with the Lead, except that the Lead shall consult with the Supporting Party in a timely manner on all decisions affecting the Supporting Party including, without limitation, the work allocated to the Supporting Party and the Supporting Party shall have the right to approve any matters relating thereto, including compensation thereof. In no event shall either Party be required to perform any work allocated to such Party in any proposal unless such Party has expressly approved such work allocation.

1.2.2. **Lead Not Designated.** If a Lead is not designated for a Joint Opportunity, the Parties will work together to prepare any proposal, with each Party having final authority over those portions of the proposal that affect only the portion of the work allocated to it in the applicable Supplement and mutual approval rights regarding all other portions of the proposal. Any proposal submitted to a Customer will identify each Party and the portion of the Joint Opportunity allocated to such Party.

1.3. **Award of Opportunity.** Each Party shall cooperate and provide the effort of its personnel for the purpose of obtaining an award of, and entering into, a contract for each Joint Opportunity, including participation in technical and marketing presentations, fact finding meetings, and contract negotiations. If a Lead is designated, the Lead shall be the lead representative in all discussions or negotiations with Customer. The Parties shall notify each Customer of the relationship of the Parties under this Agreement and will refer to each other as a strategic team member in all subsequent communications with Customer. If a Lead is designated, the Lead will exert its commercially reasonable efforts to include the Supporting Party as either a subcontractor or other participant for the work allocated to it in the Supplement.

1.4. **Costs and Expenses; Fees.** Each Party shall be responsible for all costs, expenses, risks and liabilities paid or incurred by it in the performance of its respective obligations under this Agreement, including, without limitation, all marketing and sales efforts and preparation of any proposals, unless otherwise provided in the Supplement. Fees or pricing data quoted by either Party for a Joint Opportunity, if any, shall be firm for such period of time as may be specified in a Supplement or a proposal and be detailed clearly.

1.5. **Subcontracts.** In those instances where the Parties agree, or a Customer requests, that one of the Parties act as a prime contractor, the Parties will mutually agree at that time which Party will assume the role of prime contractor and which Party will be the subcontractor. In those instances where one Party is designated as the prime contractor and is awarded a contract for the Joint Opportunity which includes the work allocated to the other Party in the Supplement, the Parties shall negotiate in good faith a subcontract for such work allocated to the other party, provided that the Customer does not prohibit or disapprove of such a subcontract. The terms and conditions of the subcontract shall be consistent with the terms and conditions of this Agreement and shall include a Statement of Work for such work allocated to the other party mutually agreed upon by the Parties and the Customer. The fees and payment schedule for such work by subcontractor's will be contained in the Statement of Work for each subcontract. The Parties shall negotiate in good faith any changes to the services and fees, if any, previously proposed by

the subcontractor for its services that may be necessary as a result of changes requested by a Customer or necessary to meet a Customer's requirements.

1.6. *Alternative Arrangements.* In the event the Parties are awarded a Joint Opportunity and neither Party is acting as the prime contractor, the Parties will work together and with the Customer to determine the structure of the transaction and unless otherwise prohibited by customer each Party will separately contract with the Customer for their respective products and services. In such cases, the Parties will reasonably cooperate where necessary or desirable to enable both Parties to enter into appropriate contractual arrangements with the Customer, but each Party shall retain sole control and discretion with respect to its negotiations with the Customer and the final contractual terms and conditions between such Party and the Customer. If appropriate, the Parties may also elect to enter into an agreement between themselves respecting such Joint Opportunity.

2. Relationship of the Parties.

2.1 **Non-Exclusive Arrangement.** This Agreement is non-exclusive. Subject to the last sentence in Section 1.1 hereinabove, nothing contained herein shall limit or restrict either Party from quoting, offering to sell or selling to others (including, without limitation, Customer outside the scope of the Joint Opportunity) any items or services which it regularly offers for sale, or otherwise, whether or not such items or services are included in any presentation or proposal for a Joint Opportunity. Except as otherwise provided in this Agreement each Party is free to pursue on its own business that competes with the existing or proposed services or products of the other Party and to cooperate and enter into agreements with third parties whose business or proposed business competes with the existing or proposed products or services of the other Party. Neither Party shall have any obligation to notify the other Party of the existence of any opportunity or to offer or agree to make any particular opportunity a Joint Opportunity. Each Party has the right to pursue any opportunity alone or with third parties, including but not limited to providing items or services to other bidders bidding on the Customer, even if such opportunity would be appropriate for joint pursuit by the Parties, the other Party has proposed that the Parties make such opportunity a Joint Opportunity, or the Parties have agreed to make such opportunity a Joint Opportunity.

2.2 **Independent Contractors.** Nothing shall be construed to create any relationship between the Parties other than an independent contractor relationship. Reference to the Parties operating as a "team" or as "team members" or having an "alliance" and use of the terms "Team Party", "partnering" and the like refer only to the spirit of cooperation that exists between the Parties and do not describe or create a legal partnership or any responsibility by one Party for the obligations or liabilities of the other Party except as expressly specified herein. Neither Party is the agent, representative, partner or joint-venture partner of the other Party and nothing contained herein or otherwise shall be construed to create any such relationship. Neither Party will have any right or authority to bind or obligate the other Party in any manner or to make any representation or warranty on behalf of the other Party. The Parties will not share any profits, losses or costs. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement is intended, or shall be construed, to provide or create any third party beneficiary rights or any liability, claim, cause of action or other rights of any kind in any Customer or other person or entity.

2.3 **Conduct of Business.** Each Party agrees: (a) to refrain from any negligence, willful or intentional deceptive, misleading and unethical practices that is or might be materially detrimental to the other Party; (b) to refrain from negligently willfully or intentionally conducting its business in a way that materially reflects unfavorably on the other Party, its goodwill and reputation; (c) to make no false or misleading representations, warranties or guarantees with regard to the other Party or its products and services; (d) except as set forth herein, not to publish or employ or cooperate in the publication or employment of any advertising material concerning the other Party's services, except as expressly approved by the other Party; and (e) to comply with all applicable laws and regulations in the performance of this Agreement. Neither Party shall make any representations, warranties or guarantees to customers, potential customers or the trade generally with respect to the other Party, which are inconsistent with those contained in the literature provided by the other Party or distributed directly by the other Party. Neither party will offer or make payments or gifts (monetary or otherwise) to any

person for the purpose of influencing decisions in favor of either party or the parties' joint activities, directly or indirectly.

3. Confidential or Proprietary Information

3.1 **Definition.** The term "Confidential Information" shall mean any information disclosed by one party (a "Disclosing Party") to the other party (a "Recipient") in connection with this Agreement which is disclosed in writing, orally or by inspection and is identified as "Confidential" or "Proprietary" or which Recipient has reason to believe is treated as confidential by the Disclosing Party. "Confidential Information" includes, without limitation, (i) information relating to Product pricing, business policies or practices of Disclosing Party (ii) information received from third parties that the Disclosing Party is obligated to treat as confidential, (iii) software, utilities, solutions, designs, techniques, methods, methodologies, tools, processes, templates, data and any information related thereto, (iv) existing or contemplated products or services, specifications and plans, (v) forecasts, business plans, strategies, and financial statements, records and information, (vi) customer lists or requirements, and (vii) other business information or trade secrets.

3.2 **Obligation.** Recipient shall treat as confidential all Confidential Information received from the Disclosing Party, shall not use such Confidential Information except as expressly permitted under this Agreement, and shall not disclose such Confidential Information to any third party without the Disclosing Party's prior written consent. Recipient shall take reasonable measures, at least as great as the precautions it takes to protect its own confidential information, to prevent the disclosure and unauthorized use of Confidential Information of the Disclosing Party. Confidential Information may be disclosed, reproduced, summarized or distributed only in pursuance of the Recipient's business relationship with the Disclosing Party. Recipient agrees to segregate all materials containing Confidential Information of the Disclosing Party from the materials of its other efforts in order to prevent commingling. Notwithstanding the above, the restrictions of this Section shall not apply to information that the Recipient can demonstrate with written evidence: (i) was independently developed by the Recipient without any use of the Confidential Information of the Disclosing Party or by employees or other agents of (or independent contractors hired by) the Recipient who have not been exposed to the Confidential Information; (ii) becomes known to the Recipient, without restriction, from a third party without breach of an obligation of confidentiality and who had a right to disclose it; (iii) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the Recipient; (iv) was rightfully known to the Recipient, at the time of disclosure; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, or is subject to disclosure under the New York Freedom of Information Law or other applicable state or federal law, rule or regulation, provided, however, that the Recipient shall provide notice as soon as is reasonably practicable to the Disclosing Party to allow the Disclosing Party to seek a protective order or otherwise prevent public disclosure of such Confidential Information and such Confidential Information shall only lose its confidentiality protection for purposes of such legal disclosure. The obligations set forth in this section shall continue for a period of five years after termination of this Agreement.

3.3 **Equitable Relief.** Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing

Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Marks

4.1 **Ownership.** All trademarks, service marks, trade names, logos or other words or symbols identifying each Party's respective products and services (collectively, "Marks") are and will remain the exclusive property of the owner thereof. Any use by a Party of the other Party's Marks shall require the prior written approval of such other Party and shall be in compliance with any instructions and guidelines respecting the Marks furnished in writing by such other Party.

4.2 **Quality Control.** Each Party may from time to time request, for quality control purposes, representative samples of materials incorporating/displaying the other Party's Marks or proprietary rights notices that are distributed or intended for distribution hereunder. If a Party determines that any of the foregoing does not meet such Party's trademark usage policies or procedures or is inconsistent with the rights granted in this Agreement, then each respective Party shall have the right to require that such defotenotes be cured prior to distribution or use of such materials. In addition, each Party shall promptly notify the other if it reasonably believes that a third party is infringing one or more of their respective Marks.

5. Indemnification

5.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party and its respective corporate parent, affiliates and subsidiaries, directors, officers, elected officials, employees and agents (each, an "Indemnitee") from and against any and all damages, judgments, settlements, liabilities, costs and expenses incurred by, or awarded against, an Indemnitee as a result of, and defend each Indemnitee against, any third party claim, demand or action: (i) alleging that any Confidential Information or materials (including those bearing Marks) that the Indemnifying Party discloses or makes available to the other Party for the purposes set forth in this Agreement or the use thereof by an Indemnitee in accordance with this Agreement infringes upon or constitutes a misappropriation of any U.S. patent, copyright, trade secret, trademark service mark or other intellectual property right of a third party; (ii) arising out of or relating to any acts or omissions of the Indemnifying Party; or (iii) arising out of or relating to a material breach of the Indemnifying Party's obligations hereunder.

5.2 **Defense.** Each Party's obligations to defend, indemnify and hold harmless any Indemnitee pursuant to Section 5.1 shall be subject to the following: (i) the Indemnitee(s) shall furnish prompt and timely written notice to the Indemnifying Party of any claim, demand or action for which indemnity is or may be sought, (ii) the Indemnifying Party shall have the right, at its option, to control any response thereto and the defense and/or settlement thereof, and (iii) the Indemnitee(s) shall provide reasonable assistance to the Indemnifying Party, at the Indemnifying Party's cost and expense, in connection therewith. The Indemnitee(s) may participate, at their own expense, in the defense or settlement of any such claim or action with counsel of their own choice on a non-controlling basis. The Indemnifying Party shall not enter into any settlement that does not contain an unconditional release of any Indemnitee without obtaining such Indemnitee's prior consent, which shall not be unreasonably withheld or delayed.

6. Limitation of Liability

6.1 Damages. WITHOUT LIMITING EITHER PARTY'S DUTY OF INDEMNIFICATION AGAINST THIRD PARTY CLAIMS UNDER SECTION 5 ABOVE, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, ANY INFORMATION OR MATERIALS DISCLOSED OR FURNISHED HEREUNDER, OR THE ACTIVITIES CONTEMPLATED HEREUNDER, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR OTHER PROMISES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY INFORMATION, MATERIALS OR DATA MADE AVAILABLE OR FURNISHED IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 General. THE PARTIES AGREE THAT EACH OF THE LIABILITY LIMITATIONS CONTAINED IN THIS SECTION (I) SHALL APPLY REGARDLESS OF WHETHER ANY LIABILITY ARISES OUT OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHER THEORY OF LIABILITY, (II) ARE A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT, AND (III) SHALL REMAIN IN EFFECT EVEN IF A LIMITED REMEDY IN THIS AGREEMENT IS DETERMINED TO FAIL OF ITS ESSENTIAL PURPOSE.

7. Term and Termination

7.1 Term. The term of this Agreement shall commence as of the Effective Date and continue in effect for a period of two (2) years, unless sooner terminated as set forth below. The term shall automatically renew for successive one (1) year periods unless either party provides written notice to the other Party of its intention to terminate this Agreement at least thirty (30) days prior to renewal date of the then current term.

7.2 Joint Opportunities. A Joint Opportunity shall terminate and cease to be a Joint Opportunity, except as specified in Section 7.4 below, upon the first to occur of any of the following events:

- (i) The Customer awards a contract for such Joint Opportunity to a person or entity other than Griffles or NUAIR;
- (ii) The Customer cancels its request for proposal or other solicitation or the portion of such Joint Opportunity allocated to either Party;
- (iii) In the case where the Joint Opportunity involves a Lead, the Customer directs that the Lead use a source other than Supporting Party for the work allocated to Supporting Party in

the Supplement, provided however Lead shall use not less than commercially reasonable efforts to include the Supporting Party as the subcontractor or service provider for such work;

(iv) The Customer elects to perform or supply the services or products allocated to either Party in the Supplement itself or to procure such services or products from a person or entity other than such Party;

(v) A period of one (1) year elapses following the date of the Supplement for such Joint Opportunity, unless extended by the Parties in writing; or

(vi) Mutual agreement of the Parties to terminate a Joint Opportunity in writing.

7.3 Termination of Agreement. If (i) a Party commits a material breach of this Agreement, and such breach continues for a period of thirty (30) days after receipt of written notice from the other Party specifying the details of such breach or (ii) a Party commits a breach or violation of this Agreement that is incapable of cure, the non-breaching Party may terminate this Agreement immediately upon giving the breaching Party written notice thereof. Either Party may terminate this Agreement at any time, with or without cause, upon 60 prior days written notice.

7.4 Effect of Termination. Upon the expiration or sooner termination of this Agreement, each Party shall make commercially reasonable efforts to return all Confidential Information or materials furnished by the other party and all copies thereof. The provisions of Sections 3, 4, 5, 6, 7 and 8 shall survive the expiration or sooner termination of this Agreement.

8. Miscellaneous

8.1 Press Releases. Neither Party shall release any news release, public announcement, advertisement nor other publicity concerning this Agreement, a Joint Opportunity or any resulting subcontract or contract entered into with a Customer for a Joint Opportunity without obtaining the prior written approval of the other party. Any such publicity shall include and provide full consideration and representation of the respective roles and contributions of both Parties.

8.2 Governing Law; Jurisdiction. This Agreement, including the performance and enforceability hereof, shall be governed by and construed in accordance with federal law of the United States of America, without regard to principles of conflicts of law. The Parties consent to the jurisdiction of the federal courts of the United States of America. If federal law is not applicable, this agreement, including the performance and enforceability hereof, shall be governed in accordance with the laws of the State of New York. If the federal courts do not have jurisdiction, the Parties consent to the jurisdiction of the New York State Courts. If either Party elects to commence litigation against the other in connection with any matter relating to arising out of this Agreement, it shall do so in the United States District Court for the Northern District of New York or a New York State Court of competent jurisdiction sitting in Onondaga County, New York.

8.3 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

8.4 **Assignment.** Neither Party may assign this Agreement or transfer its rights or obligations under this Agreement without the prior written consent of the other, except either Party may assign this Agreement to any person or entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, provided such person or entity agrees in writing to assume and be bound by all of the obligations of such Party hereunder. Any attempted assignment or transfer in contravention of this Section 8.4 shall be void and of no force and effect. This Agreement shall be binding upon and have to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

8.5 **Entire Agreement; Construction.** This Agreement, including the attachments hereto (which are expressly made a part hereof), and all Supplements constitute the entire agreement and understanding between the Parties and supersede any previous or contemporaneous understandings, commitments, representations or agreements, written or oral, regarding the subject matter hereof. The Supplements are incorporated into and made a part of this Agreement by reference. Any reference to this Agreement, whether herein or otherwise, shall include, without limitation, all Supplements. The headings used in this Agreement are for convenience of reference only and shall not affect the meaning or construction of this Agreement. Telecopy signatures shall be relied upon as original signatures in all respects, regardless as to whether or not the parties subsequently circulate duplicate originals for signature.

8.6 **Amendment; No Waiver.** No amendment or modification to this Agreement, or Supplement, or waiver of any right or remedy of either Party, shall be binding upon a Party unless such amendment, modification, Supplement or waiver is set forth in writing and signed by a duly authorized representative of the Party sought to be bound thereby. The waiver by a Party of the breach of any provision hereof by the other party will not be construed as a waiver of any other or subsequent breach. No failure or delay by a Party in exercising any of its rights or remedies hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

8.7 **Notices.** All notices sent pursuant to this Agreement must be in writing and will be deemed given three (3) days after being mailed by registered or certified mail postage prepaid, return receipt requested, or when received if hand delivered or sent by a reputable overnight courier (with tracking capabilities), in each case sent to a Party at its address set forth on the first page of this Agreement (or to such other address as may be designated by a Party by written notice).

8.8 **No Conflicts.** The Parties represent and warrant to each other that the acceptance of Confidential Information, entering into a relationship with the other Party and the execution of and compliance with the terms of this Agreement will not conflict with, violate the terms of, or constitute a breach of any agreement or understanding to which it is a party or to which it may otherwise be bound.

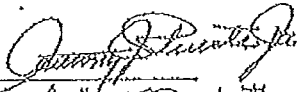
8.9 **Force Majeure.** Neither Party shall be deemed in default of the Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide raw materials, power or supplies, or any other similar act or condition beyond the reasonable control of the Parties, provided that the Party so affected uses

commercially reasonable efforts to avoid and remove the causes of nonperformance and continue performance hereunder immediately after those causes are removed. Upon such circumstances arising, the parties shall meet forthwith to discuss what, if any, other modification may be required to the terms of the Agreement, in order to reach a resolution.

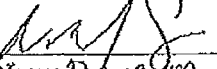
8.10 **Neutral Construction.** The Parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party warrants and represents that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or parties on the grounds that the Party or Parties drafted or was more responsible for drafting a provision(s).

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Agreement in duplicate original copies as of the Effective Date.

County of Oneida

By: 
Name: Arthur J. Prentice, Jr.
Title: County Executive

Northeast UAS Airspace Integration
Research Alliance, Inc.

By: 
Name: Robert M. Simpson
Title: President, Northeast UAS Airspace
Integration Research Alliance


Approved As To Form
ONEIDA COUNTY ATTORNEY
By: 

EXHIBIT A
Supplement to Teaming Agreement

THIS SUPPLEMENT TO TEAMING AGREEMENT (this "Supplement") is made and entered into as of 2/26/12, by and between, County of Oneida, a political subdivision of the State of New York, through its Department of Aviation, Griffiss International Airport, having an office at 800 Park Avenue, Utica, New York 13501, ("Griffiss") and Northeast UAS Airspace Integration Research Alliance, Inc., a New York Not-For-Profit Corporation, having a principal place of business at 572 S. Salina Street, Syracuse, New York 13202 ("NUAIR"). The provisions of this Supplement shall constitute a part of, and are hereby incorporated into, that certain Teaming Agreement dated as of 2/26/12, by and between the parties. Capitalized terms defined in the Teaming Agreement and not otherwise defined herein shall have the meanings given them in the Teaming Agreement when used in this Supplement.

1. The parties hereby agree that the following business opportunity shall become a Joint Opportunity within the scope of the Teaming Agreement:

Customer: US Department of Transportation, Federal Aviation Administration

Joint Opportunity: Unmanned Aircraft Systems Test Site Selection, Screening Information Request (SIR) DTHACT-13-R-00002 and all its supplements and amendments. Also the application for the grant of a Certificate of Authorization (COA).

2. The lead for the Joint Opportunity shall be Griffiss; Nuaic will be the Supporting Party.

3. The allocation of work and responsibility between the parties for the Joint Opportunity shall be as follows: Griffiss shall be the applicant for both the SIR and COA. Nuaic shall prepare, submit, and manage submittals to comply with all the requirements of the SIR and COA.

4. The following additional terms and conditions shall apply to the Joint Opportunity under this Supplement: Nuaic is hereby designated as Project Manager for this Joint Opportunity and is authorized to take all necessary action to satisfactorily comply with the requirements of the SIR and COA.

5. Facsimile signatures shall be relied upon as original signatures in all respects, regardless as to whether or not the parties subsequently circulate duplicate originals for signature.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement in duplicate original copies as of the Effective Date.

County of Oneida

Northeast UAS Airspace Integration
Research Alliance, Inc.

By: 

By: 

11
Northeast UAS Airspace Integration Research Alliance Confidential Information

Approved As To Form
ONEIDA COUNTY ATTORNEY
R. J. A.

Anthony J. Riente, Jr.
Name: Anthony J. Riente, Jr.
Title: County Executive

Name: Robert M. Simpson
Title: President, Northeast UAS Airspace
Integration Research Alliance

EXHIBIT B
OF THE TEAMING AGREEMENT BETWEEN THE COUNTY OF ONEIDA
AND NORTHEAST UAS AIRSPACE INTEGRATION RESEARCH ALLIANCE,
INC. (NUAIR.)

The Parties to that Teaming Agreement entered into on February 26, 2013 by and between the County of Oneida and NUAIR agree to the following Exhibit B, Supplement to Teaming Agreement:

1. The Parties hereby agree that the following business opportunity shall become a Joint Opportunity within the scope of the Teaming Agreement:

Customer: US Department of Transportation, Federal Aviation Administration

Joint Opportunity: Unmanned Aircraft Systems Test Site, Other Transaction Agreement (OTA) Memorandum of Understanding, DTPACT-14-A-00001 dated December 3, 2013 and all its supplements and amendments. Also the application for the grant of Test Site Certificates of Authorization (COA)

2. The lead for the Joint Opportunity shall be Griffiss International Airport; NUAIR will be the Supporting Party.

3. The allocation of work and responsibility between the parties for the OTA shall be as follows: Griffiss shall be the Test Site Operator. NUAIR shall be the Test Site Manager and prepare, submit, and manage all aspects of the Test Site Operator's obligations under the OTA and any and all Test Site COA applications.

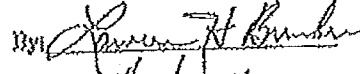
4. Facsimile signatures shall be relied upon as original signatures in all respects, regardless as to whether or not the parties subsequently circulate duplicate originals for signature.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Exhibit B in duplicate original copies as of the date below.

County of Oneida

Northeast UAS Airspace Integration
Research Alliance, Inc.

By: 

By: 

Date: 8/13/14

Date: 8/13/2014

EXHIBIT C
OF THE TEAMING AGREEMENT BETWEEN THE COUNTY OF ONEIDA
AND NORTHEAST UAS AIRSPACE INTEGRATION RESEARCH ALLIANCE,
INC. (NUAIR)

The Parties to that Teaming Agreement entered into on February 26, 2013 by and between the County of Oneida and NUAIR, agree to the following Supplement to the Teaming Agreement:

1. The Parties hereby agree that in consideration for accepting the transfer of CFA Grant (CFA 40213 NUAIR) from the Northeast UAS Airspace Integration Research Alliance, Inc. (NUAIR) in the amount of \$4 million, Oneida County agrees to extend the current Teaming Agreement with NUAIR for the purpose of Managing the Griffiss FAA UAS Test Site until 28 February 2022.

2. All other provisions of the Teaming Agreement remain in effect.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Exhibit C in duplicate original copies as of the date below.

County of Oneida

Northeast UAS Airspace Integration
Research Alliance, Inc.

By: 

By: 

Date: May 29 2015

Date: 14 JAN 2015

Supplement to Teaming Agreement

THIS SUPPLEMENT TO TEAMING AGREEMENT (this "Supplement") is made and entered into as of 14 July 2016, by and between, County of Oneida, a political subdivision of the State of New York, through its Department of Aviation, Griffiss International Airport, having an office at 800 Park Avenue, Utica, New York 13501, ("Griffiss") and Northeast US Aerospace Integration Research Alliance, Inc., a New York Not-For-Profit Corporation, having a principal place of business at 115 West Fayette Street, Syracuse, New York 13202 ("NUAIR"). The provisions of this Supplement shall constitute a part of, and are hereby incorporated into, that certain Teaming Agreement dated as of 26 February 2013, (as amended) by and between the parties. Capitalized terms defined in the Teaming Agreement and not otherwise defined herein shall have the meanings given them in the Teaming Agreement when used in this Supplement.

1. The parties hereby agree that the following business opportunity shall become a Joint Opportunity within the scope of the Teaming Agreement:

Customer: NASA/Armstrong Flight Research Center

Joint Opportunity: Solicitation Number NND15548448IR issued 4 June 2015 and all its supplements and amendments.
2. The Lead for the Joint Opportunity shall be Griffiss; NUAIR will be the Supporting Party.
3. The allocation of work and responsibility between the parties for the Joint Opportunity shall be as follows: Griffiss shall be the named responding party. Dr. Raymond Young will act as Project Director on behalf of Griffiss and will report directly to the Oneida County Commissioner of Aviation or the Deputy Commissioner of Aviation and will be accountable to Griffiss for the performance of this contract. NUAIR shall prepare, submit, and manage submittals to comply with all the requirements of the Solicitation.
4. The following additional terms and conditions shall apply to the Joint Opportunity under this Supplement: NUAIR is hereby designated as Project Manager for this Joint Opportunity and is authorized to take all necessary action to satisfactorily comply with the aforementioned solicitation and any supplement or amendment. This includes the administration of subcontractors formalized on the NASA contract award.
5. Facsimile signatures shall be relied upon as original signatures in all respects, regardless as to whether or not the parties subsequently circulate duplicate originals for signature.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement in duplicate original copies as of the Effective Date.

County of Oneida

By: 

Name: Anthony J. Plesento, Jr.
Title: County Executive

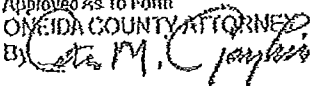
Northeast US Aerospace Integration
Research Alliance, Inc.

By: 

Name: Lawrence H. Brinkor
Title: Executive Director & General Counsel

Approved As To Form

ONEIDA COUNTY ATTORNEY

By: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2016

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 OneGroup NY, Inc 708 N Clinton Street Syracuse NY 13204	CONTACT NAME: Mary Jo Williams, CISR PHONE (A/C No., Ext.): 315-558-8786 FAX (A/C No.): 315-457-7902 EMAIL ADDRESS: mwilliams@bhllinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Starr Indemnity & Liability Company 38318 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NORUA Northeast UAS Airspace Integration Research Alliance Inc. 115 W Fayette Street Syracuse NY 13202	

COVERAGES **CERTIFICATE NUMBER: 1185507455** **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	ADMITTED	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Hanger/keeps	Y	Y	SASICOM6010591601	8/15/2015	8/15/2016	EACH OCCURRENCE	\$10,000,000
							DAMAGE TO RENTED PREMISES (Per occurrence)	\$100,000
							MED EXP (Per person)	\$5,000
							PERSONAL & ADV INJURY	\$10,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMPROP AGG	\$10,000,000
							Ded \$1,000	\$100,000/100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per occurrence)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in HI) (If yes, describe under DESCRIPTION OF OPERATIONS below)		W/A				PER STATUTE	OTH ER
							EL EACH ACCIDENT	\$
							EL DISEASE - EA EMPLOYEE	\$
							EL DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Unmanned Aircraft Systems (UAS) Operations
 See attached form...
 (10694 4/12) "Non-Owned Aircraft: Liability Endorsement - New York"

CERTIFICATE HOLDER County of Onelida 800 Park Ave 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
--	--

NON-OWNED AIRCRAFT: LIABILITY ENDORSEMENT - NEW YORK

In consideration of additional premium of \$ INCLUDED, this policy is amended as follows:

1. Such coverage as afforded by this policy under Coverage A also apply to the "named insured" (including any director, executive officer, partner, or employee, agent or stockholder thereof, but only while acting within his or her official duties as such) arising out of the use by or on behalf of the "named insured" of "aircraft" not owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days to the "named insured".
2. The coverage provided by this endorsement is secondary to and excess over any other valid and collectible insurance available to the "insured", except insurance purchased as excess of the coverage provided by this endorsement.
3. This endorsement applies only to the non-owned "aircraft" indicated by an X to the left of the appropriate paragraph.
 - (a) Any fixed wing single engine land "aircraft" bearing a "Standard" category Airworthiness Certificate having no more than _____ total seats.
 - (b) Any fixed wing land "aircraft" bearing a "Standard" category Airworthiness Certificate having no more than _____ total seats and having a certificated gross weight not in excess of 12,500 pounds.
 - (c) Any fixed wing or rotor-wing land "aircraft" bearing a "Standard" category Airworthiness Certificate having no more than _____ total seats and having a certificated gross weight not in excess of 12,500 pounds.
 - (d) ANY AIRCRAFT OR UAS SYSTEM OPERATED IN CONNECTION WITH THE MASTER SERVICES AGREEMENT WITH NORTHEAST UAS AIRSPACE INTEGRATION RESEARCH ALLIANCE, INC.
4. In addition to the Exclusions applicable to Coverage A, the coverage provided by this endorsement also does not apply to:
 - (a) Any person or organization with respect to "aircraft" owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days, to such person (or member of his/her household) or organization.
 - (b) "Physical damage" or "property damage" to, destruction of, or loss of use of non-owned "aircraft".
 - (c) Claims arising out of any product designed, manufactured, sold, distributed, serviced or handled by an "insured".
 - (d) Claims arising out of any "aircraft" rented to, financed for, or leased to others (or repossessed or reacquired) by any "insured", subsidiary, owned or controlled firm thereof.
 - (e) Liability arising out of "aircraft" insured elsewhere in the policy to which this endorsement is attached.
5. The Company's Limit of Liability with respect to the coverage under this endorsement shall in no event exceed \$10,000,000. any one "occurrence".
6. For the purpose of this endorsement, "physical damage" means direct and accidental damage to "aircraft", but does not include loss of use or any residual depreciation or diminution in value (including loss of guaranty or warranty), if any, after repairs have been made.

All other provisions of this policy remain the same.

This endorsement becomes effective AUGUST 15, 2015 to be attached to and hereby made a part of:

Policy No. SASICOM60105915-01

Issued to NORTHEAST UAS AIRSPACE INTEGRATION RESEARCH ALLIANCE, INC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 6

Date of issue AUGUST 13, 2015 (CK)

By 
(Authorized Representative)

Starr 10894 (4/12)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2016

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
Haylor, Freyer & Coon, Inc.
231 Salina Meadows Parkway
P.O. 4743
Syracuse NY 13221

CONTACT NAME: Sandy Mahoney
PHONE (Add, Ho, Ext): 315-453-2176 FAX TAG, Obj: 315-703-8142
E-MAIL Address: smahoney@haylor.com

INSURER(S) AFFORDING COVERAGE	TAG #
INSURER A: Philadelphia Indemnity Ins. Co.	
INSURER B: Philadelphia Insurance Companies	23860
INSURER C: Sentinel	11000
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Centerstate Corp for Economic Opportunity
116 West Fayette Street
Syracuse NY 13202

COVERAGES CERTIFICATE NUMBER: 1448855167 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1416001	11/1/2016	11/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1410001	11/1/2010	11/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIMB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB520513	11/1/2016	11/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	01WFCNG4139	1/1/2016	1/1/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 01, Additional Remarks Schedule, may be attached if more space is required)

WC policy covers employees of NUAIR Alliance

CERTIFICATE HOLDER

CANCELLATION

County of Oneida
800 Park Ave
Utica NY 13501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

October 26, 2017

FN 20 17-383

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

AIRPORT
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

Re: Price Concurrence for Cleaning Services

Date 10/31/17

Dear County Executive Picente,

Enclosed for your review, please find two (2) Price Concurrences between Oneida County and The New York State Institute On Disability, Inc. (NYSID). Pursuant to the Price Concurrences, NYSID will provide scheduled cleaning services for offices, bathrooms, hallways and windows at Griffiss International Airport in building 660, the Air Traffic Control tower, and building 100 from January 1, 2018 through December 31, 2018. The total cost for these services is \$64,575.24.

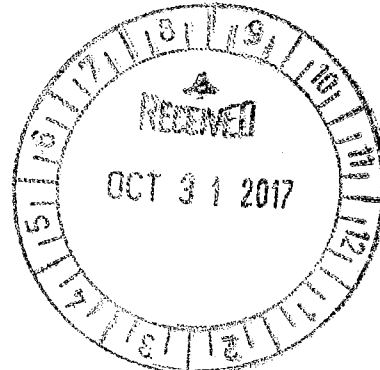
Should the enclosed Price Concurrences meet with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Russell Stark

Russell Stark
Commissioner
Oneida County Department of Aviation

Enclosures



Oneida Co. Department: Airport

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

The New York State Institute on
Disability, Inc. (NYSID)
11 Columbia Circle Drive
Albany, NY 12203-5156

Title of Activity or Service:

Twelve (12) month Price Concurrence for
cleaning services at the Airport for
building 660, the ATC Tower and building
100.

Proposed Dates of Operation:

1/1/2018 – 12/31/2018

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

These Price Concurrences are for cleaning services associated with building 660; the air traffic control tower entryway, hallways, windows and bathrooms, and building 100.

2) Program/Service Objectives and Outcomes:

Cleaning services associated with building 660 the air traffic control tower, and building 100 beginning January 1, 2018 and ending December 31, 2018.

3) Program Design and Staffing: N/A

Total Funding Requested: \$64,575.24

Account #: A5620.493

Oneida County Dept. Funding Recommendation: \$64,575.24

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

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: N/A



Request for Price Concurrence

Date Sent: October 23, 2017

Contracting Agency: Oneida County

Customer Contact: Edward Arcuri

Job Title: Building Superintendent

Street Address: 660 Hanger Road Suite 223

City, State Zip: Rome, NY 13441

Phone: (315) 736-4171 Fax# (315) 356-0578 E-Mail: earcuri@ocgov.net

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: Human Technologies Corp

Service: Janitorial

Location: Griffiss Building 592 Hanger Road Building 100 Hanger

Proposed Price: \$1,283.87/m = \$15,406.44/yr

If a Renewal, Current Contract # 74280

Proposed Term: 1/1/18 - 12/31/18

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

Contract Notes:

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Cronin, Noreen
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: ncronin@nysid.org
Phone: 518-463-9706
Ext.: 235
Fax: [Staff Assignment Fax]

NYSID Account Representative
Tucci, Kathryn

Authorized Signature:
Printed Name:
Job Title:
Date:

Anthony J. Picente, Jr.
Oneida County Executive



New York State Industries for the Disabled, Inc.
Service Cost Analysis Sheet

Date Prepared: October 23, 2017
 Prepared By: Alicia Rocco
 Telephone: 315-724-9891 Email: aliciar@htcorp.net
 Member Agency: Human Technologies Corporation
 Contracting Agency: Oneida County
 Service: Janitorial
 Location: Oneida County Airport (Bldg. 100) Rome NY 13441
 Contract Term: 1/1/18 to 12/31/18
 PRC#: 2017901071

I. LABOR

A. DIRECT LABOR: Annual hours employees work directly on contracts, plus other paid time (i.e. vacation, holiday or sick time).

DISABLED DIRECT LABOR:

Employee Hours	<u>460.00</u>	x	<u>\$11.70</u>	per hour =	<u>\$5,382.00</u>	Janitorial
Employee Hours	<u>10.00</u>	x	<u>\$29.25</u>	per hour =	<u>\$292.50</u>	Holiday (paid)
Employee Hours	<u>10.00</u>	x	<u>\$11.70</u>	per hour =	<u>\$117.00</u>	Vacation/PTO

a. TOTAL DISABLED LABOR HOURS 480.00

b. TOTAL DISABLED WAGES \$5,791.50

0.25 FTEs (Total # of Disabled Full Time Equivalents [a.TOTAL DISABLED LABOR HRS/1950])

NON-DISABLED DIRECT LABOR

Employee Hours	<u>128.00</u>	x	<u>\$11.70</u>	per hour =	<u>\$1,497.60</u>	Janitorial
Employee Hours	<u>7.50</u>	x	<u>\$29.25</u>	per hour =	<u>\$219.38</u>	Holiday (paid)
Employee Hours	<u>7.50</u>	x	<u>\$11.70</u>	per hour =	<u>\$87.75</u>	Vacation/PTO

c. TOTAL NON-DISABLED LABOR HOURS 143.00

d. TOTAL NON-DISABLED WAGES \$1,804.73

e. TOTAL DIRECT LABOR HOURS (a+c) 623.00

1455.5 f. TOTAL DIRECT WAGES (b+d) \$7,596.23

0.32 Total # of Full Time Equivalents

77.05% PERCENTAGE OF DISABLED LABOR HOURS

a. (Total Disabled Labor Hours) divided by e.(Total Direct Labor Hours) = Percentage of Disabled Labor Hours

B. INDIRECT LABOR: Annual Supervision cost. If a supervisor performs tasks to fulfill contract specifications, those hours are considered direct labor.

DISABLED INDIRECT LABOR:

Employee Hours		x	<u>\$ Amt.</u>	per hour =	<u>\$0.00</u>
Employee Hours		x		per hour =	<u>\$0.00</u>

NON-DISABLED INDIRECT LABOR:

Employee Hours	<u>0.000</u>	x	<u>\$0.00</u>	per hour =	<u>\$0.00</u>
Employee Hours		x		per hour =	<u>\$0.00</u>

g. TOTAL INDIRECT LABOR HOURS 0.000

h. TOTAL INDIRECT WAGES \$0.00

SUBTOTAL PAGE 1 - WAGES (f. TOTAL DIRECT WAGES + h. TOTAL INDIRECT WAGES) \$7,596.23

SUBTOTAL PAGE 1 - WAGES (f. TOTAL DIRECT WAGES + h. TOTAL INDIRECT WAGES)

\$7,596.23

II. EMPLOYEE BENEFITS

A. Workers Compensation

	Disabled inc. in taxes	Non-Disabled inc. in taxes
--	---------------------------	-------------------------------

B. Medical And Life Insurance

	\$0.00	\$0.00
--	--------	--------

C. Payroll Taxes

Total taxes and Worker's Comp		X Disabled					
17.02%	Payroll		\$5,791.50	=	\$985.71		

Total taxes and Worker's Comp		X Non-Disabled					
17.02%	Payroll		\$1,804.73	=	\$307.16		

D. Non-Statutory

Article 9 Supplemental Benefits (Hours worked ONLY)	\$1,600.80	\$445.44
Other Supplemental Benefits	\$0.00	\$0.00

Total Benefits	\$2,586.51	\$752.60		\$3,339.12
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III. INSURANCE

A. Comprehensive General Liability

--	--	--

B. Comprehensive Vehicle Liability

--	--	--

C. Other _____

--	--	--

Total Insurance	\$0.00	\$0.00		\$0.00
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IV. EQUIPMENT AMORTIZATION

DESCRIPTION OF EQUIPMENT

(Original Cost Minus Salvage Value) divided by # of years of useful life = Prorated Annual Amount

	Original Cost		Useful Life/Yrs		Prorated Annual \$
20" Walk-Behind Scrubber	\$2,800.44	divided by	5.00	=	\$560.09
0	\$0.00	divided by	0.00	=	\$0.00

Total Equipment Amortization				\$560.09
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V. EQUIPMENT OPERATING COSTS

A. Gas/Oil

	\$0.00
--	--------

B. Maintenance

	\$0.00
--	--------

C. Other _____

	\$0.00
--	--------

Total Equipment Operating Costs				\$0.00
---------------------------------	--	--	--	--------

SUBTOTAL PAGES 1 & 2

\$11,495.43

SUBTOTAL PAGES 1 & 2

\$11,495.43

VI. SUPPLIES AND NON-AMORTIZED EQUIPMENT

DESCRIPTION	
Cleaning Chemicals	\$731.31
Expensed Supplies and Equipment	\$140.25
Annual Equipment usage Mops, Machine Pads, Etc.	\$187.12
Total Supplies and Non-Amortized Equipment	\$1,058.68

VII. OTHER

DESCRIPTION	
	\$0.00
Total Other Expenses	\$0.00

SUBTOTAL

\$12,554.11

VIII. ADMINISTRATIVE OVERHEAD

\$2,259.74

SUBTOTAL

\$14,813.85

IX. NYSID 4% FEE

\$592.55

TOTAL COST OF CONTRACT

\$15,406.41

UNIT PRICE - PER MONTH \$1,283.87

COMMENTS:

Submit this signed cost analysis via E-mail, mail or fax along with the Service Application and Renewal Form to:

(If sent via e-mail, please fax or mail a signed copy)

Mail: New York State Industries for the Disabled, Inc.
ATTN: Noreen Cronin
11 Columbia Circle Drive
Albany, NY 12203-5156

E-Mail: Ncronin@nysid.org

Fax: 518-463-9708
Phone: 518-463-9706

Authorized Signature: _____
Printed Name: Gregory Frank
Job Title: Chief Operating Officer
Date: 10/23/2017

Noreen Cronin 10-23-17
Reviewed and Submitted by: NYSID Representative

Position	Comments	People	Per Service	Per Week	Per Year	Units
Janitorial-Old Building						
Regular	First floor	1	1.75	7	48	588
Holiday	worked	1	1.75		10	17.5
Vacation/PTO		1	1.75		10	17.5
Total Old Building:						623

SUPPLIES AND NON-AMORTIZED EQUIPMENT

Johnston Paper

DESCRIPTION				# OF	\$ PER	
Cleaning Chemicals:						
CLEANER WIPE 6/CS 30/TUB STAINLESS S	LaGasse	91930	6	2	\$66.14	\$132.29
DISINFECTANT METAQ 4-2LTR/CS CLEAN ON THE	Spartan	484002	4	4	\$47.66	\$190.65
TRIBASE MULTIPUR 4-2LTR/CS CLEAN ON THE	Spartan	4830	4	4	\$53.97	\$215.87
CLEANER GLASS BI 4-2LTR/CS CLEAN ON THE	Spartan	4835	4	1	\$57.94	\$57.94
NABC BATHROOM C 12QT/CS NON ACID	Spartan	711603	12	6	\$22.43	\$134.56
Total						\$731.31

Annual Equipment, Machine Pads, Etc.:

GLOVE VINYL 1M/CS LARGE POWDER FREE	SAFETY ZONE	GVP9L1	1000	2	\$31.69	\$63.39
PAD BURNISH ERA 5/CS 20" PINK	3M	360020	1	4	\$30.93	\$123.74
Total						\$187.12

Expensed Supplies and Equipment:

HANDLE MOP FIBER 12/CS 60" GRIPPER GRAY	RUBBERMAID	H246	1	3	\$14.59	\$43.76
MOP DUST K 12/CS 36 X5" WHITE LAUN	RUBBERMAID	K15500WHOO	1	3	\$15.48	\$46.43
MOP SUPERS 6/CS 5" BAND LOOP LARGE	RUBBERMAID	D25306BLOO	1	6	\$8.34	\$50.06
Total						\$140.25

Grand Total: \$1,058.68



Request for Price Concurrence

Date Sent: October 23, 2017

Contracting Agency: Oneida County

Customer Contact: Edward Arcuri

Job Title: Building Superintendent

Street Address: 660 Hanger Road Suite 223

City, State Zip: Rome, NY 13441

Phone: (315) 736-4171 Fax# (315) 356-0578 E-Mail: earcuri@ocgov.net

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: Human Technologies Corp

Service: Janitorial

Location: Dept of Aviation Bldg 660 Hanger Rd. & Control Tower

Proposed Price: \$4,097.40/m = \$49,168.80

If a Renewal, Current Contract # 73149

Proposed Term: 1/1/18 - 12/31/18

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

Contract Notes:

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Cronin, Noreen
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: ncronin@nysid.org
Phone: 518-463-9706
Ext.: 235
Fax: [Staff Assignment Fax]

NYSID Account Representative
Tucci, Kathryn

Authorized Signature:

Printed Name:

Job Title:

Date:

Anthony J. Picente, Jr.
Oneida County Executive

Mandelyn...



New York State Industries for the Disabled, Inc.

Service Cost Analysis Sheet

Date Prepared: October 23, 2017
 Prepared By: Alicia Rocco
 Telephone: 315-724-9891 Email: aliciar@htcorp.net
 Member Agency: Human Technologies Corporation
 Contracting Agency: Oneida County
 Service: Janitorial
 Location: Oneida County Airport 660 Hangar Road, Rome NY 13441
 Contract Term: 1-1-18 to 12-31-18
 PRC#: 2017901071

I. LABOR

A. DIRECT LABOR: Annual hours employees work directly on contracts, plus other paid time (i.e. vacation, holiday or sick time).

DISABLED DIRECT LABOR:

Employee Hours	<u>1,041.00</u>	x	<u>\$11.70</u>	per hour =	<u>\$12,179.70</u>	Janitorial
Employee Hours	<u>128.00</u>	x	<u>\$11.95</u>	per hour =	<u>\$1,529.60</u>	Floor
Employee Hours	<u>30.00</u>	x	<u>\$11.70</u>	per hour =	<u>\$351.00</u>	Vacation/PTO
Employee Hours	<u>30.00</u>	x	<u>\$29.25</u>	per hour =	<u>\$877.50</u>	Holiday worked

a. TOTAL DISABLED LABOR HOURS 1,229.00

b. TOTAL DISABLED WAGES \$14,937.80

0.63 FTEs (Total # of Disabled Full Time Equivalents [a.TOTAL DISABLED LABOR HRS/1950])

NON-DISABLED DIRECT LABOR

Employee Hours	<u>281.50</u>	x	<u>\$11.70</u>	per hour =	<u>\$3,293.55</u>	Janitorial
Employee Hours	<u>40.00</u>	x	<u>\$11.95</u>	per hour =	<u>\$478.00</u>	Floor
Employee Hours	<u>12.50</u>	x	<u>\$11.70</u>	per hour =	<u>\$146.25</u>	Vacation/PTO
Employee Hours	<u>12.50</u>	x	<u>\$29.25</u>	per hour =	<u>\$365.63</u>	Holiday worked

c. TOTAL NON-DISABLED LABOR HOURS 346.50

d. TOTAL NON-DISABLED WAGES \$4,283.43

e. TOTAL DIRECT LABOR HOURS (a+c) 1,575.50

1455.5 f. TOTAL DIRECT WAGES (b+d) \$19,221.23

0.81 Total # of Full Time Equivalents

78.01% PERCENTAGE OF DISABLED LABOR HOURS

a. (Total Disabled Labor Hours) divided by e.(Total Direct Labor Hours) = Percentage of Disabled Labor Hours

B. INDIRECT LABOR:

Annual Supervision cost. If a supervisor performs tasks to fulfill contract specifications, those hours are considered direct labor.

DISABLED INDIRECT LABOR:

Employee Hours	_____	x	\$ Amt.	per hour =	<u>\$0.00</u>
Employee Hours	_____	x	_____	per hour =	<u>\$0.00</u>

NON-DISABLED INDIRECT LABOR

Employee Hours	<u>134.000</u>	x	<u>\$23.73</u>	per hour =	<u>\$3,179.34</u>
Employee Hours	_____	x	_____	per hour =	<u>\$0.00</u>

Workers Comp	7.99%
Unemployment	1.02%
FICA	7.65%
Disability	0.36%
Health Insurance	24.50%
PTO	<u>6.77%</u>
	48.29%

\$16.00 + 48.29%

g. TOTAL INDIRECT LABOR HOURS 134.000

h. TOTAL INDIRECT WAGES \$3,179.34

SUBTOTAL PAGE 1 - WAGES (f. TOTAL DIRECT WAGES + h. TOTAL INDIRECT WAGES) \$22,400.56

SUBTOTAL PAGE 1 - WAGES (f. TOTAL DIRECT WAGES + h. TOTAL INDIRECT WAGES)

\$22,400.56

II. EMPLOYEE BENEFITS

A. Workers Compensation

Disabled inc. in taxes	Non-Disabled inc. in taxes
---------------------------	-------------------------------

B. Medical And Life Insurance

\$0.00	\$0.00
--------	--------

C. Payroll Taxes

Total taxes and Worker's Comp	17.02%	X Disabled Payroll	\$14,937.80	=	\$2,542.41
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FICA SUI Work Comp Disability Ins.	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">7.65%</td></tr> <tr><td style="width: 50%;">1.02%</td></tr> <tr><td style="width: 50%;">7.99%</td></tr> <tr><td style="width: 50%;">0.36%</td></tr> <tr><td style="width: 50%; border-bottom: 1px solid black;">17.02%</td></tr> </table>	7.65%	1.02%	7.99%	0.36%	17.02%
7.65%						
1.02%						
7.99%						
0.36%						
17.02%						

Total taxes and Worker's Comp	17.02%	X Non-Disabled Payroll	\$4,283.43	=	\$729.04
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D. Non-Statutory

Article 9 Supplemental Benefits (Hours worked ONLY)	\$1,204.07
Other Supplemental Benefits	\$0.00

Total Benefits	\$3,746.48	\$1,060.18	\$4,806.67
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III. INSURANCE

A. Comprehensive General Liability

--	--

B. Comprehensive Vehicle Liability

--	--

C. Other _____

--	--

Total Insurance	\$0.00	\$0.00	\$0.00
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IV. EQUIPMENT AMORTIZATION

DESCRIPTION OF EQUIPMENT

(Original Cost Minus Salvage Value) divided by # of years of useful life = Prorated Annual Amount

	Original Cost		Useful Life/Yrs		Prorated Annual \$
Clarke Clean Track 18 Carpet Extractor	\$2,217.22	divided by	3.00	=	\$739.07
0	\$0.00	divided by	0.00	=	\$0.00
0	\$0.00	divided by	0.00	=	\$0.00

Total Equipment Amortization	\$739.07
------------------------------	----------

V. EQUIPMENT OPERATING COSTS

A. Gas/Oil

	\$0.00
--	--------

B. Maintenance

	\$0.00
--	--------

C. Other _____

	\$0.00
--	--------

Total Equipment Operating Costs	\$0.00
---------------------------------	--------

SUBTOTAL PAGES 1 & 2

\$27,946.30

SUBTOTAL PAGES 1 & 2

\$27,946.30

VI. SUPPLIES AND NON-AMORTIZED EQUIPMENT

DESCRIPTION	
Paper & Plastic Products	\$2,025.06
Cleaning Chemicals	\$1,144.01
Wax & Strippers	\$813.45
Expensed Supplies and Equipment	\$156.52
Annual Equipment usage Mops, Machine Pads, Etc.	\$548.58

Total Supplies and Non-Amortized Equipment \$4,487.62

VII. OTHER

DESCRIPTION	Miles	Days Per Week	# of Wks	X	\$ Per Mile	
Transportation	0	0	0		\$0.540	\$0.00
subcontracting window cleaning (4x year)						\$7,632.00

Total Other Expenses \$7,632.00

SUBTOTAL \$40,065.92

VIII. ADMINISTRATIVE OVERHEAD \$7,211.87

SUBTOTAL \$47,277.79

IX. NYSID 4% FEE \$1,891.11

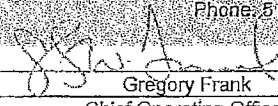
TOTAL COST OF CONTRACT \$49,168.85

UNIT PRICE - PER MONTH \$4,097.40

COMMENTS:

Submit this signed cost analysis via E-mail, mail or fax along with the Service Application and Renewal Form to:
(If sent via e-mail, please fax or mail a signed copy)

Mail: New York State Industries for the Disabled, Inc. E-Mail: Ncronin@nysid.org Fax: 518-463-9708
 ATTN: Noreen Cronin Phone: 518-463-9706
 11 Columbia Circle Drive
 Albany, NY 12208-5156

Authorized Signature: 
 Printed Name: Gregory Frank
 Job Title: Chief Operating Officer
 Date: 10/23/2017

Reviewed and Submitted by: NYSID Representative

Position	Comments	Number of People	Time/Hour Per Service	Services Per Week	Services Per Year	Annual Units
Janitorial						
Regular	OC offices & tower	1	4.25	5	50	1062.5
Vacation/PTO		1	4.25		10	42.5
Holiday		1	4.25		10	42.5
Regular	TSA area	1	2	1	52	104
Holiday		0	4.25		6	0
Regular	tower weekends	1	1	2	52	104
Travel Time		1	0.5	2	52	52
Total Janitorial:						1407.5
Floor Care						
Strip & Wax	TSA area	1	4		1	4
Buffing	TSA area	1	1		12	12
Strip & Wax		1	3		4	12
Buffing		1	1		12	12
Carpets		2	16		4	128
Total Floor Care:						168

SUPPLIES AND NON-AMORTIZED EQUIPMENT

Johnston Paper

DESCRIPTION	Vendor	Item #	Pack	# OF ITEMS	\$ PER ITEM	Cost
Paper & Plastic:						
BAG NAPKIN SANIT 500/CS 7.5X3.5X9.75 KRA	McNairn	324001	500	2	\$33.20	\$66.39
LINER HI DEN 1M/CS 24X33 8MIC CLEAR	Heritage	373577070	1000	2	\$31.97	\$63.94
LINER HI DEN 250/CS 40X48 14MIC CLEA	Heritage	373577230	250	4	\$32.18	\$128.71
LINER HI DEN 500/CS 30X37 12MIC CLEA	Heritage	373577090	500	8	\$34.79	\$278.35
SOAP LITE N FOA 4/1GAL CRANBERRY ICE	Spartan	315241	4	4	\$101.55	\$406.19
TISSUE BATH UNIV 96/CS 500SHT 4.5X3.75 2	SCA	TM1616	96	10	\$45.09	\$450.93
TISSUE SCOTT CORE 36/CS 1000 SHEETS/ROLL	KC	04007	1000	1	\$56.24	\$56.24
TOWEL MULTIFOLD 4M/CS BROWN 9.5x9	SCA	355161531	4000	24	\$21.17	\$508.00
TOWEL SCOTT HARD 12/CS 8"X1000' WHITE	KC	01000	12	1	\$66.31	\$66.31
						\$2,025.06

Cleaning Chemicals:

CLEAN BY PEROXY 4-2LTR/CS CLEAN ON THE	Spartan	4820	4	2	\$64.19	\$128.38
CLEANER WIPE 6/CS 30/TUB STAINLESS S	LaGasse	91930	6	2	\$66.47	\$132.93
DISINFECTANT METAQ 4-2LTR/CS CLEAN ON THE	Spartan	484002	4	6	\$47.90	\$287.37
EXTRACTION II C 4GAL/CS	Spartan	309604	4	4	\$50.99	\$203.94
SPOTTING S 12QT/CS CONTEMPO CARPET H202	Spartan	303703	12	2	\$44.74	\$89.49
TRIBASE MULTIPUR 4-2LTR/CS CLEAN ON THE	Spartan	4830	4	2	\$54.23	\$108.46
CLEANER GLASS BI 4-2LTR/CS CLEAN ON THE	Spartan	4835	4	1	\$58.23	\$58.23
NABC BATHROOM C 12QT/CS NON ACID	Spartan	711603	12	6	\$22.54	\$135.22
						\$1,144.01

Wax, Strippers & Shampoos:

FINISH FLOOR TH 4/1GAL 25% HIGH SOLIDS	Spartan	404604	4	4	\$74.65	\$298.62
SPRAY BUFF 12QT/CS	Spartan	304003	12	3	\$31.83	\$95.48
STRIPPER STEP D 4/1GAL LOW ODOR NON-BUT	Spartan	0065	4	4	\$54.84	\$219.35
						\$613.45

Annual Equipment, Machine Pads, Etc.:

CLOTH GENERAL 6/CS MICROFIBER 16X16 G	RUBBERMAID	Q620-06	1	12	\$3.04	\$36.46
GLOVE VINYL 1M/CS LARGE POWDER FREE	SAFETY ZONE	GVP9L1	1000	1	\$31.85	\$31.85
GLOVE VINYL 1M/CS MEDIUM POWDER FRE	SAFETY ZONE	GVP9M1	1000	1	\$31.85	\$31.85
PAD BURNISH ERA 5/CS 20" PINK	3M	360020	1	2	\$31.09	\$62.17
VACUUM UPRIGHT 1/EA 15"	ADVANCE	CR5158Z	1	1	\$386.25	\$386.25

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

September 15, 2017

FN 20 17 - 384

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

AIRPORT

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

WAYS & MEANS

[Signature]
Anthony J. Picente, Jr.
County Executive
Date 11/1/17

Re: Lease Agreement Amendment-NUAIR

Dear County Executive Picente:

Please consider acceptance of this Amendment to the Lease Agreement for office space between Oneida County, Department of Aviation and NUAIR.

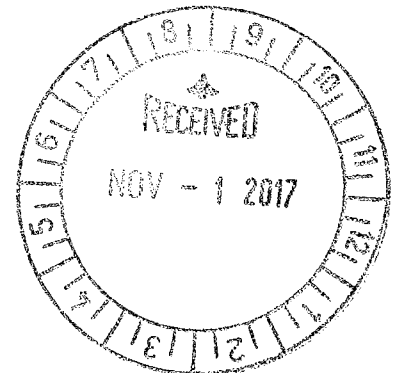
The Amendment to the Lease Agreement relocates NUAIR offices from Hangar 784 to offices within Hangar 100 as depicted in the office space diagrams contained in the lease amendment.

NUAIR has agreed to move into this temporary office space until office space becomes available in the future buildout in 784. This move allows for the expansion of another airport tenant. Prior to moving into the future new office space, a new lease will be executed.

If you concur with this agreement, please forward this request to the Oneida County Board of Legislatures for their consideration.

Sincerely,

[Signature]
Russell Stark
Commissioner
Oneida County Department of Aviation



Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Northeast UAS Airspace Integration
Research Alliance, Inc.
235 Harrison Street #34
Syracuse, NY 13202

Title of Activity or Service:

Lease Agreement Amendment to
temporarily relocate NUAIR from
Nosedock 784 to offices in Building 100.

Proposed Dates of Operation:

Upon execution through 5/31/2019

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This Lease Agreement will relocate NUAIR offices to space in Building 100.

2) Program/Service Objectives and Outcomes:

The Lease Agreement Amendment provides for temporary office space in Building 100 until office space is available in the new buildout in Nosedock 784. This allows for another airport tenant to expand their operation.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00

Account #: A5620

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments:

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereafter referred to as the "Second Lease Amendment") is made and entered into this _____ day of _____, 2017, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and **NORTHEAST UAS AIRSPACE INTEGRATION RESEARCH ALLIANCE, INC. ("NUAIR")**, a domestic not-for-profit corporation organized under the laws of the State of New York, with its principal place of business at 235 Harrison Street, Syracuse, New York 13202, (hereinafter referred to as "Tenant").

WHEREAS, the parties executed a lease agreement dated January 23, 2014 (Oneida County contract no. 014550, hereinafter "Original Lease"); and

WHEREAS, the parties thereafter executed an amendment to the Original Lease effective June 1, 2016 (Oneida County contract no. 6559, hereinafter "First Amendment"), a copy of which is attached hereto and made a part hereof as **Attachment 1**; the same having incorporated, as Exhibit A thereto, a copy of the Original Lease; and

WHEREAS, the parties now wish to further amend certain terms of the Original Lease and First Amendment;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- I. The terms and conditions of the First Amendment shall be and hereby are superseded by this Second Amendment.
- II. Paragraph 1 of the Original Lease shall be stricken in its entirety and replaced with the following:

Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 2,335+/- square feet of building space on the first floor and a total of 1,189+/- square feet of building space on the second floor within the building commonly referred to as "Building 100," situated at 592 Hangar Road, Rome,

New York 13441, as is more particularly shown on **Exhibit A** annexed hereto and made a part hereof, hereinafter referred to as "Demised Premises."

III. **Exhibit A** to the Original Lease shall be stricken in its entirety and the diagrams attached hereto and made a part hereof as **Attachment 2** shall be substituted in place of **Exhibit A** to the Original Lease, the same being the new depiction of space rented to Tenant by Landlord by this Second Amendment.


IV. All other terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment which shall become effective as of the date first above written.

County of Oneida, Landlord

NUAIR, Tenant

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

By: 
Larry Brinker
Executive Director & General Counsel

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

Attachment 1

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

AMENDMENT TO COMMERCIAL HANGAR & RAMP USE AGREEMENT

This constitutes an Amendment between THE COUNTY OF ONEIDA and THE NORTHEAST UAS AIRSPACE INTEGRATION RESEARCH ALLIANCE, INC. (NUAIR) to their current Commercial Hangar & Ramp Use Agreement for the premises located at: 625 Bomber Drive, Rome, NY 13441, a copy of which is annexed hereto as Exhibit "A".

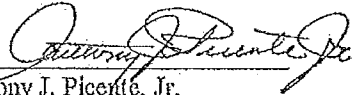
The parties mutually agree that said Agreement is hereby amended effective June 1, 2016 as follows:

1. The lessee is currently leasing 14,000 +/- square feet of hangar and office space at \$ 1.00 per year.
2. This Amendment reduces the square footage of leased hangar and office space to 13,089 +/- square feet, as more particularly shown on Exhibit "B" annexed hereto.
3. All other terms and conditions contained in the Primary Lease, dated 23 January 2014, as well as Exhibits to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.

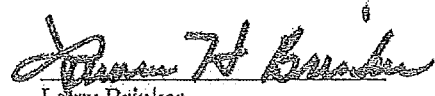
County of Oneida, Landlord

NUAIR

By:


Anthony J. Picente, Jr.
County Executive

By:


Larry Brinker
Executive Director

Approved:



Amanda Lynn Cortese
Special Assistant County Attorney

Exhibit A

Griffiss International Airport



592 Hangar Road, Suite 200

Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Deputy Commissioner
of Aviation

COMMERCIAL HANGAR & RAMP USE AGREEMENT

This COMMERCIAL HANGAR & RAMP USE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 22 day of July, 2014, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and The Northeast UAS Airspace Integration Research Alliance, Inc., with its office and principal place of business located at NUAIR Alliance, 115 W. Fayette Street, Syracuse, New York 13202 (hereinafter referred to as "Tenant");

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Description and Use.

Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, that 14,000± square foot building commonly referred to as Nosedock 784 situate at 625 Bomber Drive, Rome, New York, as more particularly shown on Exhibit "A" annexed hereto, hereinafter referred to as the "Demised Premises". *The Demised Premises shall be used by Tenant for the Griffiss International Airport test site in connection with the Northeast UAS Airspace Integration Research Alliance (NUAIR).*

2. Term.

a. The Term of this Agreement shall be for a period of five (5) years, commencing on April 1, 2014 and ending on May 31, 2019 (the "Term"), unless this Agreement is sooner terminated in accordance herewith.

b. In the event the Tenant remains in possession of the Demised Premises after the expiration of the without extending the Agreement or without executing a new Lease, the Tenant shall be deemed to be occupying the premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Agreement insofar as they are applicable to a month-to-month tenancy until the premises are vacated by the Tenant or until the parties enter into a new Agreement, whichever is sooner.

3. Base Rent.

a. For the use of the Hangar, Tenant shall pay Rent in accordance with the following Rent Schedule:

RENT SCHEDULE		
Year	Annual Rent	Monthly Rent
1	\$ 1	
2	\$ 1	
3	\$ 1	
4	\$ 1	
5	\$ 1	

b. Such payments shall be made by the first day of each month to the "County of Oneida" at 592 Hangar Road, Suite 200, Rome, NY 13441. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the first day of the next succeeding month.

4. Security Deposit.

a. Tenant shall pay a Security Deposit to Landlord in the amount of \$ NONE as security for the full and faithful performance by Tenant of all the terms and provisions of this Agreement.

5. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions on the attached Exhibit "B" and the Standard Conditions annexed hereto.

6. Special Provisions.

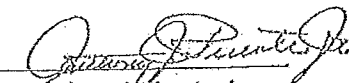
a. The Landlord shall provide all utilities at no additional cost to tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

County of Oneida -- LANDLORD

Northeast UAS Airspace Integration Research Alliance, Inc.
(NUAIR Alliance)

BY:

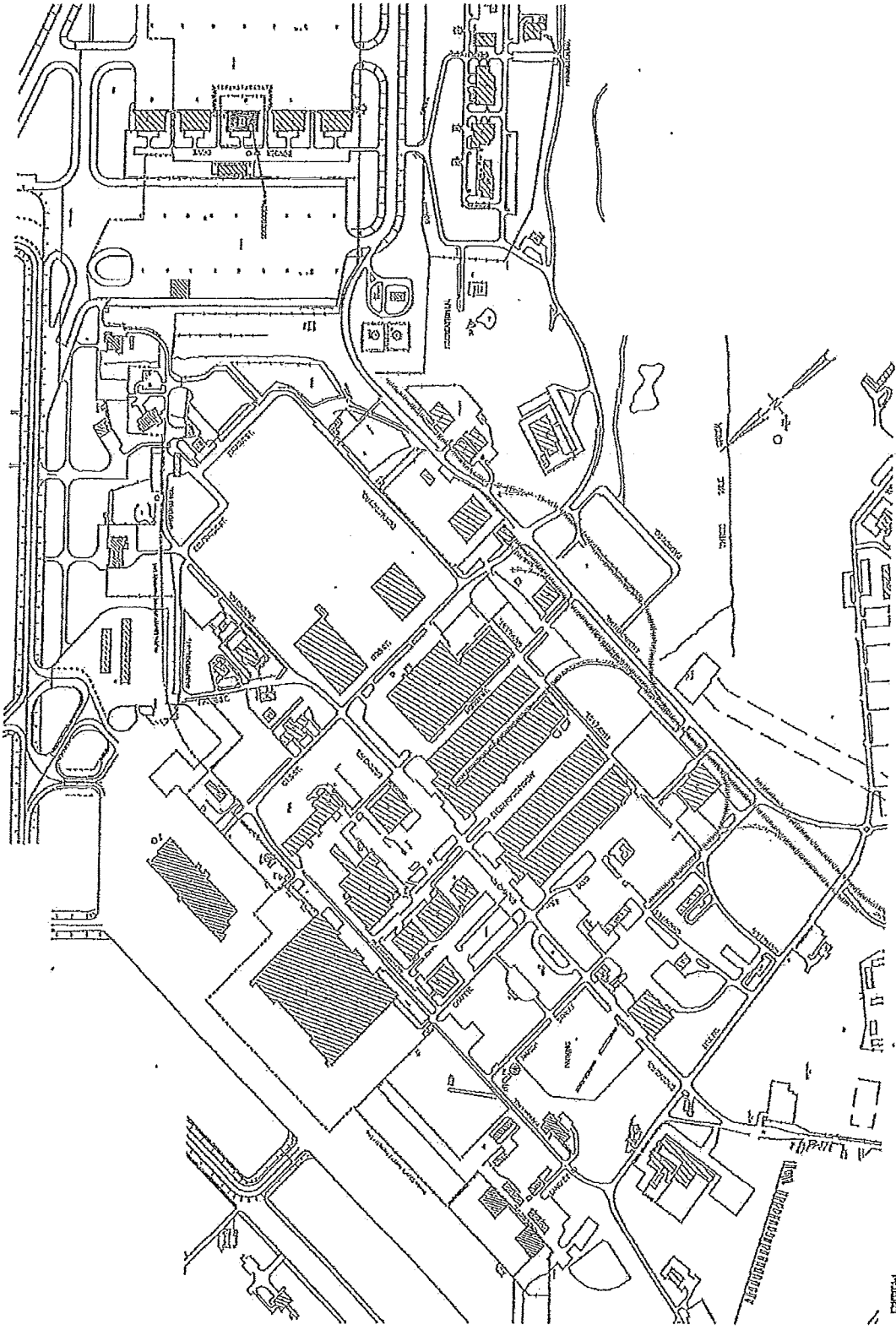

Anthony J. Picente, Jr.
County Executive

BY:



Approved as to form only:


Onelda County Attorney



08/27/41

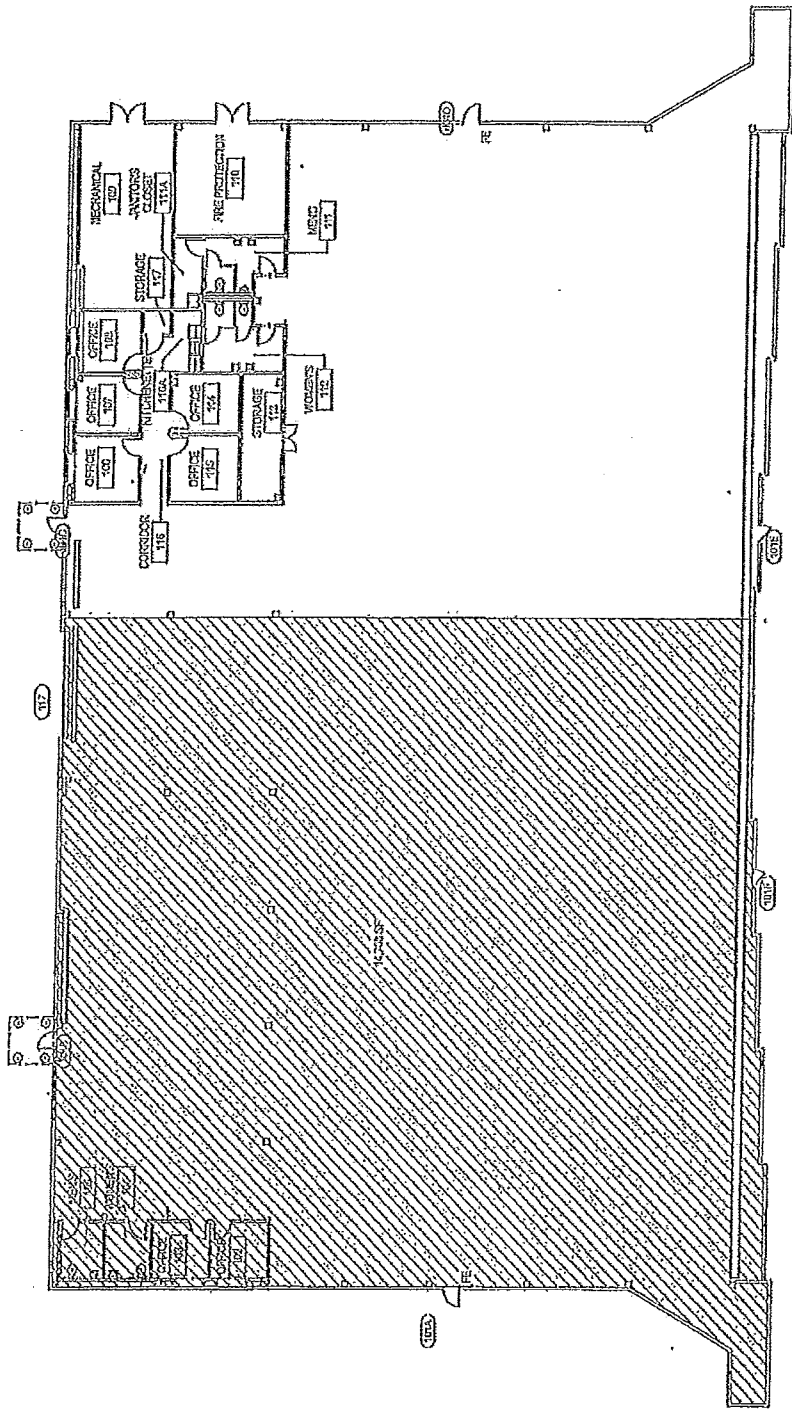


EXHIBIT A-2

EXHIBIT "B" - GENERAL TERMS AND CONDITIONS

1. **Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of 5% of the amount due, in addition to any attorneys' Rents, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

2. **Proration of Rent.** In the event that the Agreement begins or is terminated on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Hangar was enjoyed by Tenant.

3. **Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 592 Hangar Road, Suite 200, Rome, NY 13441, or to such other place or places as Landlord may designate, in writing.

4. **Security Deposit.** The Security Deposit shall be returned to Tenant upon termination of the Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of the Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under the Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.

5. Permitted Uses; Prohibited Uses.

a. The Hangar and Ramp area shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Hangar unless otherwise approved by Landlord and the local fire marshal. Storage of boats, campers, vehicles or any other non-aviation items in the Hangar is not allowed. Kerosene or gas fired heaters or any type of open flame heaters or devices are prohibited in the Hangar.

b. In that the Hangar and Ramp area is located at the Griffiss International Airport, Tenant shall not use the Hangar and Ramp area in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport. Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Hangar and Ramp area is suitable for Tenant's intended use. Tenant shall have reasonably necessary rights of access across Landlord's adjoining areas.

c. Tenant will not make or permit any use of the Hangar and/or Ramp area that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the Landlord's liability under any laws relating to the use and storage of hazardous materials.

6. **Ingress and Egress.** Tenant shall have reasonably necessary right of ingress and egress to the Hangar and Ramp area. The hangars, ramp areas and taxi-lanes adjacent to the Tenant's Hangar and Ramp areas shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.

7. **Utilities and Services.** Except as provided for in the Agreement, Tenant shall be responsible for the costs and payments of all utilities and services, including, electricity, water, gas, and sewer service, furnished to the Hangar. The Landlord shall not be liable for any interruption or delay in such utility services, unless such delay or interruption is caused by the Landlord's negligence or willful misconduct, except steam heat.

8. Casually, In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the Hangar, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Hangar is rendered unusable and Landlord elects not to repair the Hangar, the Agreement shall terminate.

9. Insurance and Indemnification.

a. During the Term of the Agreement, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$1,000,000 per occurrence / \$2,000,000 aggregate / . The coverage shall include broad form contractual liability, and comprehensive general liability for bodily injury and property damage and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Hangar and/or Ramp area arising from acts or omissions of Tenants or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Hangar or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

c. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant which notice shall be accompanied by a copy of statement of the claim. Following the notice, Tenant shall have the right, but not the obligation to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

10. Environmental Indemnity.

a. Tenant shall not permit the Hangar and/or Ramp area to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, including but not limited to gasoline, on the premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Hangar and/or Ramp area. If such environmental damage is discovered, and is confirmed by the New York Department of Environmental Conservation to have resulted from the Tenant's use, the Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage.

11. Obligations of Landlord. Landlord will maintain the structural components of the Hangar, including doors and floor mechanisms, and Ramp area, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the Hangar and Ramp area. To ensure this right, Landlord shall make all reasonable efforts to keep adjacent areas to the Hangar free and clear of all hazards and obstructions, natural or manmade.

12. Obligations of Tenant.

- a. **Storage.** The Hangar and Ramp area shall be used only as described in the Agreement.
- b. **Maintenance and Repair.** Tenant shall maintain the Hangar and Ramp area in a neat and orderly condition, and shall keep the Hangar floor and Ramp area pavement clean and clear of oil, grease, or toxic chemicals. No boxes, crates, rubbish, paper, or other litter shall be permitted to accumulate within or about the Hangar.
- c. **Damage.** Tenant shall be responsible for all damage to the Hangar caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Hangar and/or Ramp area caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Hangar without first obtaining Landlord's written permission and obtaining any permits, if required.
- d. **Tenant's Personal Property.** All personal property placed or moved into the Hangar and Ramp area shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupants at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Hangar and Ramp area is at Tenant's sole risk.
- e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Hangar and Ramp area, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall exercise its best efforts to comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorneys' fees, arising from or resulting out of, or in any way caused by, Tenant's sole failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate reasonably with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.
- f. **Surrender upon Termination.** On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Hangar and Ramp area and shall remove aircraft and all other property therein, leaving the Hangar and Ramp area in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Hangar and Ramp area caused by use or negligence by Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to unsealed floors due to fuel or oil spillage. If Tenant fails to remove such items from the Hangar and Ramp area and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs.
- g. **Compliance with All Resolutions, Rules, Regulations, and Standards.** Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant or negatively affect Tenant's business. The parties agree that Tenant's use of the Hangar and Ramp area and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.
- h. **Signs.** Tenant shall not erect or post any signs without the Landlord's written permission.

i. **Covenant Not to Abandon.** Tenant hereby covenants not to abandon the leased premises prior to expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Abandonment of the premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of Tenant property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

j. **Covenant Not to Vacate.** Tenant hereby covenants to continuously occupy the premises and not to vacate the leased premises prior to the expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Vacating the premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of the Tenant's property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to occupy the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

k. **Covenant of Continuous Operations.** The Tenant hereby covenants that during the lease term, the Tenant will continue its operations for the entire length of the lease and not cease operations or leave the premises prematurely, without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

13. **Nondiscrimination.** Notwithstanding any other provision of this Agreement, during the performance of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Hangar and Ramp area on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Hangar and Ramp area, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. Tenant shall use the Hangar and Ramp area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Hangar and Ramp area and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

14. Reservation of Rights by Landlord.

a. **Development.** Landlord reserves the right to further develop and improve the airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the airport, Landlord reserves the right upon reasonable notice to enter upon the Hangar and Ramp area and make improvements to or on the Hangar and Ramp area. Landlord shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size Hangar and/or Ramp area in other areas of the airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated during the tenancy by the government.

15. Right of Access and Inspection.

a. Landlord will retain a key for access to the Hangar. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Hangar between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Hangar for security, fire, other emergencies, or making repairs.

16. Assurance Agreements. The Hangar and Ramp area is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements. Landlord represents, certifies, and warrants to Tenant that the terms and conditions of this Agreement do not presently so conflict with, and are not presently inconsistent with, any such assurances, and further represents, certifies, and warrants that if, at any time in the future, this Agreement or any part thereof should so conflict with or be inconsistent with any such assurances, Tenant shall have the right of immediate unilateral termination of this Agreement.

17. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Hangar and/or Ramp area, or a change in the authorized use to which Tenant has put the Hangar without an adjustment in Rent.

18. Airspace. As a condition of the Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar and Ramp area, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Hangar and Ramp area to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Hangar and Ramp area which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

19. **No Grant of Exclusive Right or Privilege.** Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Hangar and Ramp area in accordance with the Agreement.

20. Sub-Agreement, Sub-Lease, and Assignment Prohibited.

a. Tenant shall not sub-agreement or sub-lease the Hangar and Ramp area or assign the Agreement without prior written approval of Landlord, which approval will not be unreasonably withheld. The parking and storage of aircraft not owned or leased by Tenant in the Hangar and/or Ramp area for extended periods shall constitute a sub-agreement. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in Tenant, without first obtaining the written consent of Landlord, which consent will not be unreasonably withheld. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of the Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, or any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

21. **Condition of Premises.** Tenant shall accept, and has accepted, the Hangar and Ramp area in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Hangar.

22. **Disclaimer of Warranty and Responsibility for Securing Aircraft.** Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Hangar and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing by Tenant. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the premises or airport at Tenant's sole risk.

23. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Hangar shall become Landlord's property and shall remain in the Hangar at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises place against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

e. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the property by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Hangar or on the Ramp area to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

24. **Events of Default by Tenant.** The occurrence of any of the following shall constitute an event of default under the Agreement:

- a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days after written notice;
- b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;
- c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;
- d. Landlord determines that Tenant is not in compliance with the terms of the Agreement on a routine or consistent basis.

25. **Remedies on Default by Tenant.** In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, with notice and demand to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Hangar and Ramp area and to remove the aircraft and any other property of Tenant from the Hangar and Ramp area without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Hangar and/or Ramp area, and loss of Rent through the inability to re-let the Hangar and/or Ramp area.

b. Landlord shall have the right to enter upon and take possession of the premises, and re-let the premises and receive the Rents therefor without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due day of each month thereafter sums equivalent to the monthly Rent payment under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

26. **Waiver of Breach.** Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

27. Surrender at End of Lease. Tenant agrees upon termination of the Agreement for any reason to peaceably yield up to Landlord the premises in neat and clean condition, with all debris removed, and in the same condition described in paragraph 21 above, fair wear and tear excepted.

28. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express-delivery, shall be deemed to have been given when received.

29. Miscellaneous Provisions.

a. Successors Bound. This Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. Joinder by Guarantor; Personal Guarantee. By joining in the execution of the Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of the Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of the Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of the Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing the Agreement as Guarantor, the obligations imposed by the Agreement on Guarantor shall be joint and several.

c. Construction of Agreement. Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

d. Severability. In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

e. Joint Obligations. If there is more than one person or entity signing the Agreement as Tenant, the obligations imposed by the Agreement on Tenant shall be joint and several.

f. Entire Agreement. The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Hangar and Ramp area shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

g. Written Modifications. No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

h. Venue; Law. Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Onondaga County, New York, and such proceedings shall be governed by the laws of the State of New York.

i. Subordination. Upon request of Landlord, Tenant will execute a reasonable non-disturbance agreement concerning Tenant's rights under the Agreement with respect to either the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by Landlord.

j. Relationship of Parties. Tenant shall never at any time during the term of the Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

k. Attorneys' Rents. It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' Rents and court costs from the losing party.

l. Material Breach. The failure of either Party to comply with any Terms or Conditions of the Agreement, or of this Exhibit "B" to Agreement, shall be considered a material breach of the Agreement.

m. Recording. The Agreement shall not be recorded in the public records.

ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____,
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 Contractor's, 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 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 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.

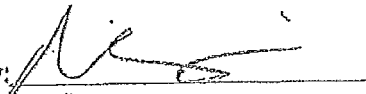
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

By: 
Name:

Approved as to Form only

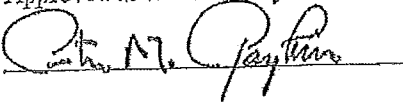
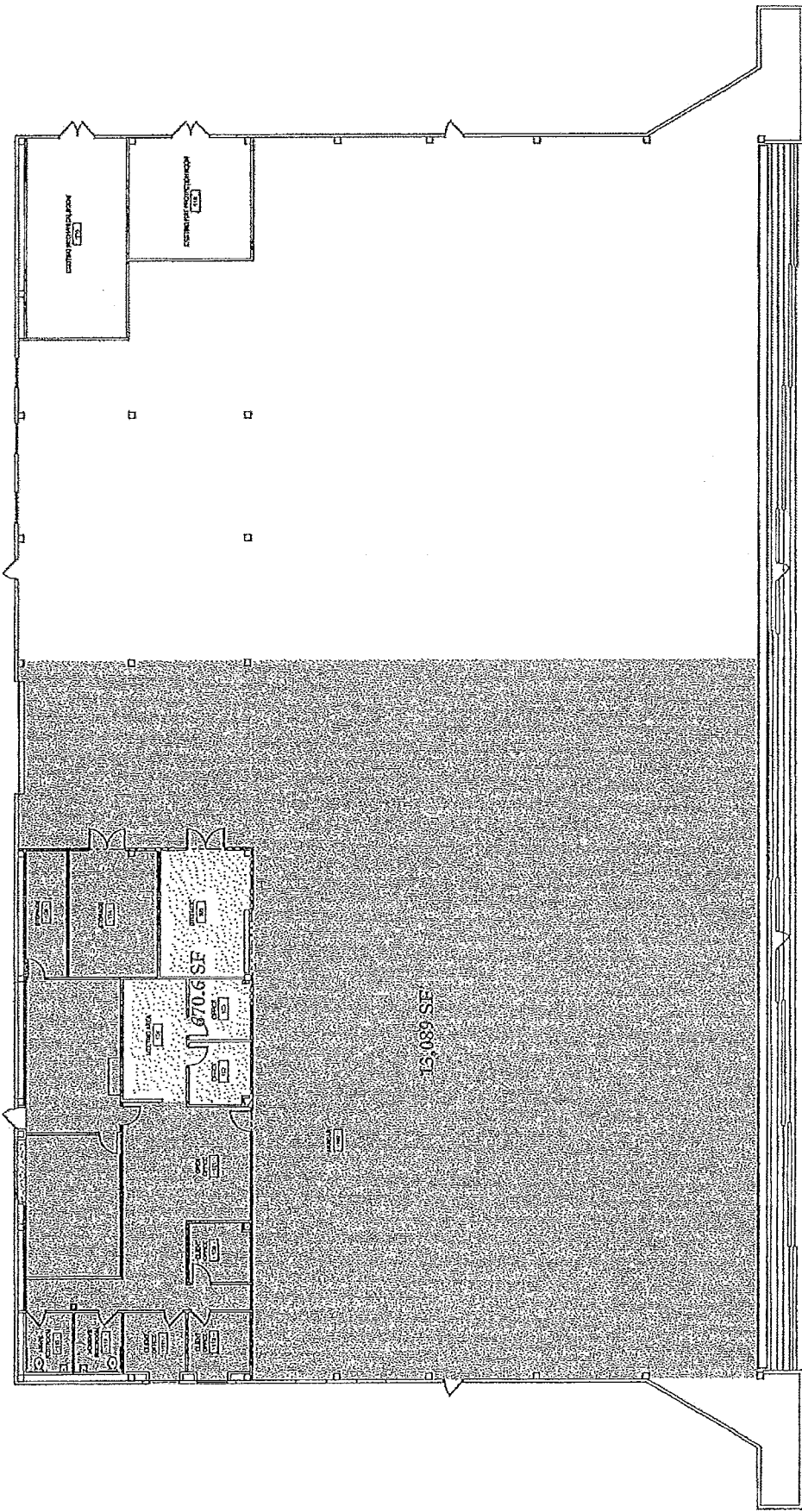



Oneida County Attorney

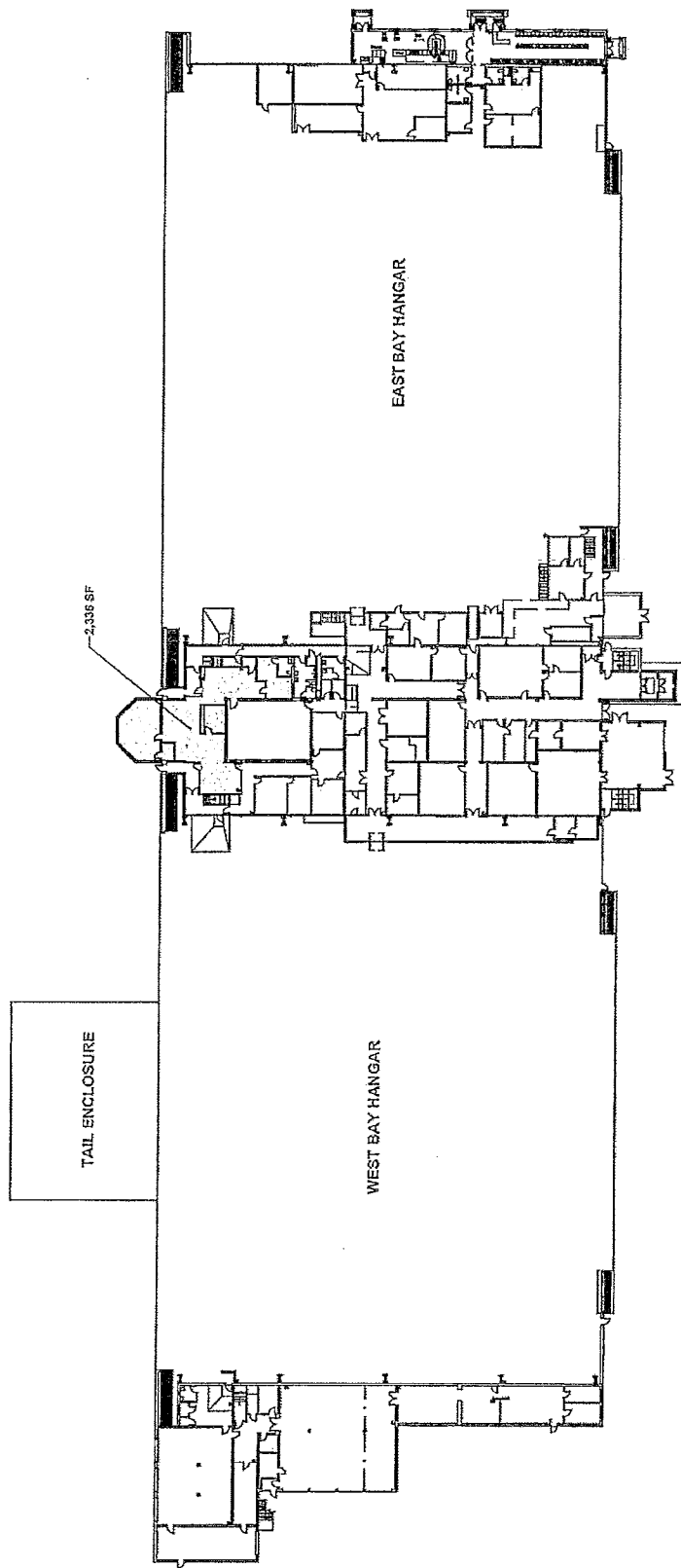
Exhibit B



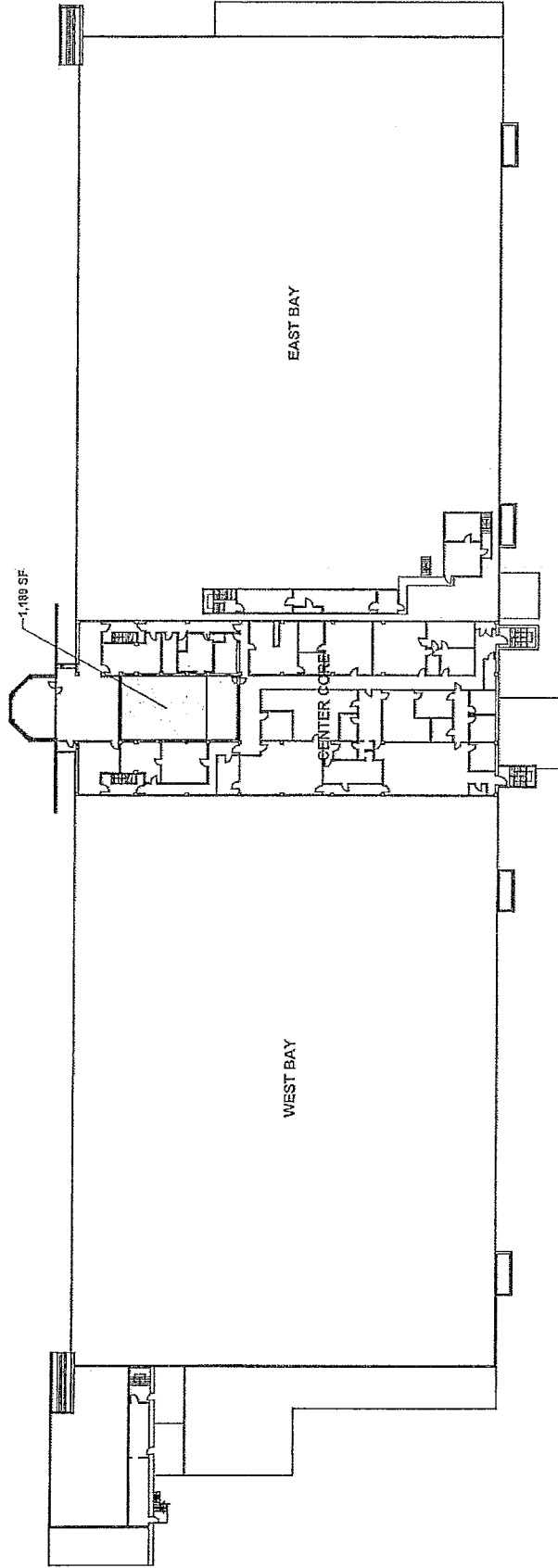
 = PRO DRONES AREA
 = NUAIR AREA

NOSE DOCK #784

Attachment 2



BUILDING 100
FIRST FLOOR PLAN
EXHIBIT A-1



BUILDING 100
SECOND FLOOR PLAN



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

September 18, 2017

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

FN 20 17-385

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 10/10/17

Dear Mr. Picente:

I am forwarding four (4) copies of the **2017-2020 Project Agreement** between the Oneida County Department of Mental Health and **Central New York Care Collaborative, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

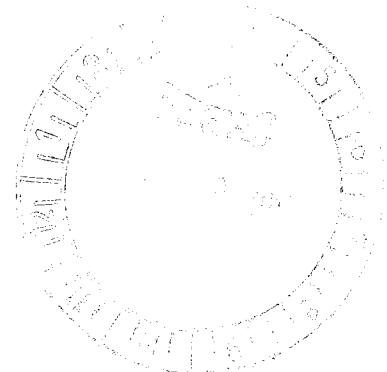
The Agreement begins on **July 1, 2017 and ends on December 31, 2020**. The distribution of payments received from this Project Agreement, is based on the completion of outlined Performance Activities related to Delivery System Reform Incentive Payment (DSRIP) program and reflects a projected total revenue potential received in the amount of **\$289,451.00** throughout the life of the Agreement.

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

Respectfully,

Robin E. O'Brien
Commissioner

REO/ts
Encs.



Oneida Co. Department: MENTAL HEALTH

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Central New York Care Collaborative, Inc. (CNYCC)
109 Otisco Street
Syracuse, NY 13204

Title of Activity or Service: Delivery System Reform Incentive Payment Program

Proposed Dates of Operation: July 1, 2017 through December 31, 2020

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** CNYCC is the Performing Provider System Lead entity connecting health care and community-based service providers in six counties across Central New York, pursuant to the New York State Department of Health’s Delivery System Reform Incentive Payment (DSRIP) program.
- 2) **Program/Service Objectives and Outcomes:** Through eleven DSRIP Projects and organizational initiatives, CNYCC works together with its PPS partners who are health care providers and/or community based organizations to help integrate services, collaborate on patient care, improve regional health care quality and lower the cost of care provided to Medicaid beneficiaries and the uninsured.
- 3) **Program Design and Staffing:** This department will collaborate closely with other departments. We will use existing staffing and also use a consulting agency to support reporting needs.

Total Funding Requested: \$289,451.00 **Account #** A2714

Oneida County Dept. Funding Recommendation: \$289,451.00

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

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: The Proposed Funding Source is revenue that will be received by the County Mental Health Department for completing reports associated with Performance Activities.



DSRIP Project Agreement

An Addendum to the CNYCC Partner Organization Agreement

This DSRIP Project Agreement (the "Project Agreement"), effective as of July 1, 2017 (the "Effective Date") is by and between Central New York Care Collaborative, Inc., ("CNYCC"), and Oneida County, ("Project Participant"). CNYCC and Project Participant may each be referred to individually as "Party" or collectively as the "Parties".

Recitals

- A. CNYCC is the Performing Provider System ("PPS") Lead entity connecting health care and community-based services providers in six counties across Central New York, pursuant to the New York State Department of Health's ("DOH") Delivery System Reform Incentive Payment ("DSRIP") program.
- B. Through eleven DSRIP Projects and organizational initiatives, CNYCC works together with its PPS partners who are health care providers and/or community based organizations to help integrate services, collaborate on patient care, improve regional health care quality and lower the cost of care provided to Medicaid beneficiaries and the uninsured.
- C. Project Participant has entered into a Partner Organization Agreement with CNYCC to be a contracted PPS partner.
- D. The Parties now wish to enter into this Project Agreement which sets forth the terms and conditions for Project Participant to participate in certain Performance Activities related to one or more of the DSRIP Projects within the CNYCC PPS.

Agreement

In consideration of the forgoing, the mutual covenants contained herein and for purposes of furthering DSRIP implementation and achieving DSRIP's transformational goals, the Parties agree as follows:

- I. Partner Organization Agreement and Business Associate Agreement Required.
 - a. The Parties understand and agree that a fully executed CNYCC Partner Organization Agreement must be in place between the Parties prior to entering into this Project Agreement. The Partner Organization Agreement means the agreement between CNYCC and the Project Participant that sets forth the rights and obligations of the Parties in relation to implementation of the CNYCC DSRIP Project Plan, as defined in the Partner Organization Agreement.
 - b. The Parties understand and agree that a fully executed CNYCC Business Associate Agreement (which is part of the Partner Organization Agreement) must also be in place between the Parties prior to entering into this Project Agreement.
 - c. As of the Effective Date, this Project Agreement, plus Appendix One hereto, and any future Appendix or Appendices, shall be deemed and interpreted as an Addendum to the Partner Organization Agreement between the Parties. Project Participant understands and acknowledges that Project Participant must sign this Project Agreement and return it to CNYCC no later than December 31, 2017, in order to receive payment as set forth in Appendix One, even if Project Participant has completed Performance Activities. Any Project Agreement returned to CNYCC beyond such date shall be null and void.
 - d. Project Participant understands and acknowledges that the Partner Organization Agreement between the Parties requires Project Participant to comply with CNYCC's Compliance Program developed and implemented to prevent, detect and avoid health care fraud and abuse. Project Participant warrants that it complies with CNYCC's Compliance Program, including designation of an individual to oversee Project Participant's implementation of CNYCC's Compliance Program requirements relevant to and within its organization. Provided, however, that nothing in this Project Agreement or CNYCC's Compliance Program shall diminish or eliminate the obligation of Project Participant to maintain a compliance program for its own operations and activities in accordance with laws and regulations applicable to it.



- e. The terms and conditions of the Partner Organization Agreement shall govern all matters not expressly addressed in this Project Agreement and the Appendix (or Appendices), and any other Attachments hereto.

II. Performance Activities and Outcome Measures.

a. Appendix One and Attachments.

Appendix One to this Project Agreement sets forth the Performance Activities applicable to Project Participant and the applicable Performance Outcome Measures for the period of time specified on the Appendix. Appendix One and Attachments are made a part of this Project Agreement and are effective as indicated in the Appendix.

b. Updated Appendix and Attachments.

- i. Project Participant understands that CNYCC intends to provide a new Appendix One plus Attachments periodically, generally no more frequently than annually through the Term of this Project Agreement. However, CNYCC may offer to Project Participant additional Performance Activities at any time if necessary to more effectively implement a DOH DSRIP requirement, Project Milestone or Project Metric.
- ii. The effective date of each new Appendix will be indicated on such Appendix. Project Participant shall have the right to determine if it will participate in the next phase of Performance Activities as spelled out in a revised or new Appendix.
- iii. In the event CNYCC's governing body approves, in accordance with CNYCC's Bylaws, a restructured funds flow methodology, CNYCC reserves the right to discontinue the use of the Appendix and/or its Attachments following the end of the effective period of such Appendix. If CNYCC discontinues Appendix One prior to the end of the Performance Period for that Appendix, it shall pay Project Participant for work completed as of the termination date.
- iv. CNYCC will give Project Participant advance, prior written notice as soon as reasonably practicable of the effective date of any newly issued Appendix and Attachment applicable to Project Participant.

c. Payment for Completed Performance Activities and Outcome Measures.

- i. CNYCC shall pay Project Participant for completion of the Performance Activities and Outcome Measures in accordance with the terms and conditions of this Project Agreement and as specified in Attachment A to Appendix One (Performance Activities) and Attachment B to Appendix One (Performance Outcome Measures). Potential payment amounts and timing for such payments are set forth in the Appendix and Attachments. Project Participant understands and acknowledges that no payments, to which it would otherwise be entitled hereunder, may be made by CNYCC unless a fully executed Project Agreement is in place between the Parties.
- ii. Participation in and completion of a Performance Activity is voluntary. However, Project Participant must satisfactorily complete a given Performance Activity, and report the required information and/or data on or before the required due dates as specified in the applicable reporting requirements (See Section III below on reporting) to be eligible for payment for such activity and the Outcome Measures, as explained in more detail in the current Appendix One.
- iii. The Parties' rights and obligations with respect to payment of DSRIP funds are subject to the applicable provisions of the Partner Organization Agreement, including without limitation, the payment contingencies set forth in Section 4.3 of the Partner Organization Agreement.
- iv. As a condition of payment hereunder, Performance Activities must be satisfactorily completed. Satisfactory completion of a Performance Activity means that upon CNYCC's review of submitted reports and documentation, CNYCC finds in its reasonable determination that Project Participant has met the reporting requirements and/or documentation requirements.



III. Reporting.

- a. In connection with the Performance Activities, Project Participant shall submit documentation to CNYCC as required by the CNYCC Performance Activity Schedule found on the Members' Page accessed via CNYCC's website at: <https://cnycares.org/>. In general, the Performance Activity Schedule shall contain the Performance Activity ID number, Project Participant's responsibility, due date for completion, and required documentation.
- b. CNYCC shall also publish the current CNYCC Reporting Requirements (including for Actively Engaged Patients) and any required templates on the Members' Page. As a condition of payment, Project Participant shall submit reports and documentation in accordance with such Reporting Requirements and templates found on the Members' Page, including without limitation timely reporting on or before the required due date.
- c. CNYCC reserves the right in its sole discretion to update the Performance Activity Schedule and related Reporting Requirements as necessary to more effectively implement a DOH DSRIP requirement, Project Milestone or Project Metric. However, during the Performance Period of each Appendix One to which the updates apply, CNYCC shall not delete a Performance Activity for such period, although it may revise related documentation and reporting requirements, (including extending due dates) if necessary. CNYCC shall, in any case, provide reasonable prior notice to the PPS via the CNYCC website of any documentation and/or reporting requirement changes to allow Project Participant sufficient time to meet the new requirements.
- d. Project Participant understands that CNYCC will rely on the information submitted by Project Participant in submitting reports to the DOH and agrees that all data, reports and documentation submitted by Project Participant under this Project Agreement, Appendix One and Attachments, shall be accurate and complete.
- e. Timely reporting means that Project Participant has submitted the required reports and documentation to CNYCC on or before the required due dates.

IV. Effect on Previously Executed Project-Specific Contracts and Other Agreements.

- a. By way of background, previously executed project-specific contracts between CNYCC and its PPS partners established the terms and conditions for participating in DSRIP Project activities, and the resulting payment, for DSRIP year one, DSRIP year two, and the first quarter of DSRIP Year 3 (DY1, DY2 and DY3 Q1).
- b. This Project Agreement does not supersede or terminate any such previously executed project-specific contract, if any, between the Parties, including the DSRIP activities performed or to be performed thereunder, and the resulting distribution of DSRIP funds for DY1, DY2 and DY3Q1. Rather, this Project Agreement governs the Parties' rights and obligations regarding completion of the Performance Activities set forth in Appendix One, performed on or after July 1, 2017, the related Performance Outcome Measures, and eligibility for payment.
- c. Project Participant understands and acknowledges that in no event shall it be entitled to payment under a previously executed project-specific contract for the same activities conducted and paid for under this Project Agreement and Appendix One.
- d. In addition, Project Participant and CNYCC may have entered into other contracts, letter agreements, and/or memorandum of understanding (MOU), for example without limitation, contracts developed in response to a CNYCC Request for Proposal. Such other contracts, letter agreements and/or MOUs shall continue under their agreed-upon terms and conditions and shall not be affected by this Project Agreement.

V. Term of Project Agreement.

a. Term.

The Term of this Project Agreement commences on July 1, 2017 and terminates on December 31, 2020, unless terminated earlier as set forth below.



b. Termination by CNYCC.

CNYCC may terminate this Project Agreement in the event that Project Participant breaches a material term of this Project Agreement and fails to cure such breach within thirty (30) days after receiving written notice from CNYCC regarding the breach (or such other longer cure period as CNYCC deems reasonable under the circumstances). In addition, CNYCC may terminate this Project Agreement upon twenty-four (24) hours' written notice to Project Participant if: (a) the process to sanction Project Participant under the terms of the CNYCC Progressive Sanctions Policy has concluded with a decision to exclude Project Participant from the PPS; or (b) any license, certification or government approval of Project Participant material to its performance under this Project Agreement is suspended, terminated, revoked, or surrendered, or if Project Participant is excluded or disqualified from participation in a government health care program including, without limitation, Medicare or Medicaid.

c. Termination by Project Participant.

Project Participant may terminate this Project Agreement in the event that CNYCC breaches a material term of this Project Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Project Participant specifying the nature of the breach (or such other longer cure period as Project Participant deems reasonable under the circumstances). In addition, Project Participant may terminate this Project Agreement upon twenty-four (24) hours' written notice to CNYCC, if CNYCC is suspended or excluded from DSRIP or participation in a government health care program including, without limitation, Medicare or Medicaid.

d. Termination under the Terms of the Partner Organization Agreement.

This Project Agreement may be terminated in accordance with, and shall be subject to, the applicable provisions of the Partner Organization Agreement between the Parties, including but not limited to the provision on Effect and Process in the Event of Termination.

VI. Counterparts; Integration; Effectiveness.

This Project Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Project Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Project Agreement.



IN WITNESS WHEREOF, the Parties have caused this Project Agreement to be duly executed as of the Effective Date. Agreement to this Project Agreement shall signify consent to Appendix One and the Attachments to Appendix One, as attached hereto.

You have the option to sign this Project Agreement by hand or electronically. If you sign this Project Agreement electronically, you must read the information below, follow the instructions, and check the box "I accept" to acknowledge the intent to use an electronic signature.

"I agree, and it is my intent, to sign this Project Agreement and affirmation by entering my name, preceded and followed by the forward slash (/) symbol (e.g., /John Doe/) and by electronically submitting this Project Agreement to CNYCC. I understand that my signing and submitting this Project Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Project Agreement and this affirmation."

_____ I accept

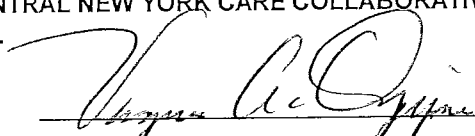
Oneida County

By: _____

Name: _____

Title: _____

**CENTRAL NEW YORK CARE COLLABORATIVE,
INC.**

By:  _____

Name: Virginia A. Opiare

Title: Executive Director



APPENDIX ONE

PERFORMANCE ACTIVITIES AND OUTCOME MEASURES

PHASE TWO

Effective July 1, 2017 through June 30, 2018

I. Introduction.

Oneida County ("Project Participant") shall participate in the DSRIP Project(s) and corresponding Performance Activities as indicated in this Appendix One, in the period from July 1, 2017 through June 30, 2018 (referred to as "Phase Two"). Phase Two is divided into four distinct performance periods ("Performance Periods") as follows:

- Quarter One: July 1, 2017 – September 30, 2017
- Quarter Two: October 1, 2017 – December 31, 2017
- Quarter Three: January 1, 2018 – March 31, 2018
- Quarter Four: April 1, 2018 – June 30, 2018

II. Payment.

a. Total Eligible Allocation.

The total (maximum) amount Project Participant is eligible to earn under the Project Agreement in Phase Two is referred to as "Total Eligible Allocation" and is set forth below in Table One. The Total Eligible Allocation is comprised of payment for Performance Activities and PPS Performance Outcome Measures, as explained further below.

b. Basis for and Amount of Payment for Performance Activities.

The basis for and amount of payment to Project Participant for the completion of Performance Activities is indicated in the Performance Activities Table, Attachment A hereto and made a part hereof. Full completion of a Performance Activity includes timely reporting and/or submission on or before the due date of required documentation to CNYCC.

c. Basis for and Amount of Payment for PPS Performance Outcome Measures.

Payment for PPS Performance Outcome Measures is defined as the amount of payment Project Participant may be eligible to receive if the CNYCC Performing Provider System, as a whole, successfully meets its performance goals for certain measures established by the New York State Department of Health. In order to be eligible to receive a payment for PPS Performance Outcome Measures, Project Participant must meet the applicable threshold eligibility requirements established by CNYCC's Board of Directors and set forth in Attachment B hereto and made a part hereof.

Table One: Total Eligible Allocation

Category	Eligible Allocation for Performance Activities	Eligible Allocation for Assigned Outcome Measures	Total Eligible Allocation
% of Total Eligible Allocation	70%	30%	100%
Eligible Allocation	\$202,616	\$86,835	\$289,451

Note: The Parties acknowledge and understand that due to mathematical rounding, the sum of the Eligible Allocation per activity listed in Attachment A and/or the Outcome Measures listed in Attachment B may not exactly equal Project Participant's Total Eligible Allocation shown above. In any event, Project Participant understands and acknowledges that under this Appendix One it shall not receive more than the Total Eligible Allocation shown above.

d. Additional Performance Activities.

If Project Participant and CNYCC agree that Project Participant will participate in additional activities or other DSRIP Projects not contemplated in the Project Agreement, this Appendix One or Attachments, for which payment may be made during Phase Two, CNYCC shall provide to Project Participant a revised Appendix/Attachment or the Parties shall enter into an additional written agreement for such activities.



e. Timing of Payments for Performance Activities.

- i. **Advance Payment:** To help facilitate implementation of the Performance Activities, CNYCC shall issue to Project Participant the "Advanced Payment Amount" as set forth in Table Two below, entitled "Project Participant Data", within sixty (60) days of execution of the Project Agreement. Project Participant's Advanced Payment Amount equals fifteen percent (15%) of its Performance Activities Allocation. CNYCC shall reconcile the Advanced Payment Amount against the total earned and amount paid at the end of Phase Two. Project Participant understands and acknowledges that in the event it fails to earn the amount of funding advanced to it under this Appendix One, in whole or in part, such unearned amount shall be subject to repayment by Project Participant to CNYCC. The process for repayment is i) an offset from Quarter Four Performance Activity earnings if any; or ii) an offset from Outcome Measure earnings if any; or iii) at CNYCC's option, either repayment by Project Participant or an offset from future earnings if any; or iv) as otherwise set forth in the Partner Organization Agreement and in CNYCC's relevant policies and procedures.
- ii. **Quarterly Payments:** CNYCC intends to pay Project Participant for the full completion of each Performance Activity on a quarterly basis. CNYCC shall generally remit payments to Project Participant within sixty (60) days following the end of each Quarter (i.e., following the end of the current Performance Period), for each Performance Activity Project Participant completes and reports, as required, to CNYCC. In some instances, CNYCC may require greater than sixty (60) days to issue payment (for example, if additional documentation is needed to validate performance). However, CNYCC shall take reasonable efforts to avoid any unnecessary delays in remitting such payments.

Table Two: Project Participation Data

Note: The scope of services for each DSRIP Project is defined by the type of provider and the corresponding role that Project Participant plays within the CNYCC PPS and each DSRIP Project. Project Participant's service type and the corresponding eligible DSRIP Projects are listed below:

Project Participant Service Type(s)	Cancer Screening Services; Care Coordination; Caregiver Respite Care; Complex Care Management (Adult); Complex Care Management (Child); Domestic Violence Services; Durable Medical Equipment; Employment and Financial Support Services; Family and Child Services; Food Assistance; Health and Self-Management Education; HIV/AIDS; Home Health Care; Insurance Linkage & Navigation; Legal Services; Mental Health (Outpatient); Non-emergent Transportation; Public Health Services; Resettlement Services; Support Services for Individuals with Physical Disabilities; Transition Care Management; Utility Needs; Walk-in Services (Non-Urgent); Women's Health
Eligible Project(s)	2.a.i; 2.a.iii; 2.b.iii; 2.b.iv; 2.d.i; 3.a.iM1; 3.a.iM2; 3.a.ii; 3.b.i; 4.a.iii; 4.d.i
Maximum Eligible Allocation	\$289,451
Advanced Payment Amount @ 15% of Performance Activities Allocation	\$30,392
Membership Scale Assignment (This is a proxy for Project Participant's size/scale relative to the PPS total membership assigned to Phase II contracted partners. Total membership assigned across these partners is 154,637 lives.)	928



ATTACHMENT A

TO APPENDIX ONE

PERFORMANCE ACTIVITIES

Introduction: Listed below are the Performance Activities for Phase Two applicable to Project Participant. If Project Participant timely and satisfactorily completes and reports all Performance Activities in each Performance Period, Project Participant will be paid the entire amount allocated to Performance Activities for that Performance Period. However, in the event Project Participant completes some, but not all, of the Performance Activities, it shall receive payment only for those Performance Activities completed. Timely reporting means that Project Participant has submitted the required reports and documentation to CNYCC on or before the noted due dates. Satisfactory completion of a Performance Activity means that upon CNYCC's review of submitted reports and documentation, CNYCC finds in its reasonable determination that Project Participant has met the reporting requirements and/or documentation requirements.

Reminder Regarding Reporting: As explained in the Project Agreement, the various Performance Activities have specific reporting requirements, including due dates. Therefore:

- In connection with the Performance Activities, Project Participant shall submit documentation to CNYCC as required by the CNYCC Performance Activity Schedule found on the Members' Page accessed via CNYCC's website at: <https://cnycare.org/>. In general, the Performance Activity Schedule contains the Performance Activity ID number, Project Participant's responsibility, due date for completion, and required documentation.
- CNYCC shall also publish the current CNYCC Reporting Requirements (including for Actively Engaged Patients) and any required templates on the Members' Page. Project Participant shall submit reports and documentation in accordance with such Reporting Requirements and templates found on the Members' Page.

Performance Activities

Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_001	Establish a bi-directional agreement with a Health Home. Develop a referral process to the Health Home for patients identified as Health Home eligible that allows for direct referrals from all key points of care or service provision as offered by your organization (e.g. Emergency Department, Primary Care, Outpatient Mental Health, Intake etc.).	\$3,688	Quarter 1
PA_002	Complete the 2017 Financial Health Assessment as designed and administered by CNYCC.	\$1,000	Quarter 1
PA_003	Provide "Intro to Cultural Competency/Health Literacy (CCHL)" training to at least 25% of direct contact staff (as defined by partner organization) by September 30, 2017.	\$738	Quarter 1
PA_004	Complete Compensation & Benefits survey.	\$1,000	Quarter 3
PA_005	Provide information and education about behavioral health crisis resources to all patients with SMI diagnoses. Refer these patients to a Health Home and provide Health Home that receives referral with information required for outreach.	\$738	Quarter 1



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_006	<p>Ensure event notifications process includes:</p> <ol style="list-style-type: none"> 1. Alert settings in real time and alerts distributed to care managers for all their managed patients within one (1) business day of alert receipt 2. A process developed and implemented to ensure that care manager connects with patient in a timely manner when alert is received 3. A list of assigned patients that is maintained and updated to ensure accuracy 	\$2,213	Quarter 1
PA_007	<p>Implement the following in accordance to Group 5 - Blood Pressure Measuring, Recording and Monitoring as outlined in the latest iteration of the CNYCC Reference Guide for Cardiovascular Disease Management:</p> <ol style="list-style-type: none"> 1. All staff involved in measuring and recording blood pressure are using correct measurement technique and equipment 2. At least 75% of indicated staff complete training on correct measurement and recording of blood pressure and are using the correct measurement technique and equipment 	\$3,688	Quarter 2
PA_008	<p>Develop process to:</p> <ol style="list-style-type: none"> 1. Build relationship(s) with Emergency Department (ED) patient navigators to provide coordinated care for patients that are seen in the ED 2. Incorporate patient education on appropriate ED use and alternative resources within close proximity. Provide educational materials in any language spoken by at least five percent (5%) of the patient population with regard to patient need (e.g., reading level) 	\$2,213	Quarter 1
PA_010	At least 25% of indicated staff complete Care Coordination training as specified by CNYCC by September 30, 2017.	\$738	Quarter 1
PA_011	<p>Demonstrate that the following have been implemented to educate patients to access care in appropriate setting:</p> <ol style="list-style-type: none"> 1. Process to educate ESI level 4 and 5 patients of more appropriate care settings (i.e. primary and urgent care) 2. Educational materials are available in identified languages spoken by at least five percent (5%) of patient population with regard to patient need (e.g., reading level) 3. At least 75% of patient navigators or staff providing patient navigation services are trained to motivate identified patients to access care in a more appropriate care setting 	\$2,213	Quarter 1
PA_015	Designate trained PAM® coaches to be stationed in prominently placed high visibility areas.	\$738	Quarter 2
PA_017_A	Provide a roster of identified patients that received health coaching during the month of July 2017 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 1



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_017_B	Provide a roster of identified patients that received health coaching during the month of August 2017 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 1
PA_017_C	Provide a roster of identified patients that received health coaching during the month of September 2017 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 1
PA_017_D	Provide a roster of identified patients that received health coaching during the month of October 2017 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 2
PA_017_E	Provide a roster of identified patients that received health coaching during the month of November 2017 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 2
PA_017_F	Provide a roster of identified patients that received health coaching during the month of December 2017 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 2
PA_017_G	Provide a roster of identified patients that received health coaching during the month of January 2018 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 3
PA_017_H	Provide a roster of identified patients that received health coaching during the month of February 2018 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 3



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_017_I	Provide a roster of identified patients that received health coaching during the month of March 2018 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 3
PA_017_J	Provide a roster of identified patients that received health coaching during the month of April 2018 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 4
PA_017_K	Provide a roster of identified patients that received health coaching during the month of May 2018 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 4
PA_017_L	Provide a roster of identified patients that received health coaching during the month of June 2018 through the utilization of the Coaching for Activation® platform to develop goals and action steps with patient, including a plan that ensures a minimum of two (2) follow-up contacts within 60 days of establishing CFA(R) goals and action steps to promote progress.	\$600	Quarter 4
PA_018	Indicated staff attend training on Needs Adaptive Treatment and Intentional Peer Support Models as specified by CNYCC. Disseminate information from training within organization.	\$738	Quarter 4
PA_025	Develop and implement protocols and procedures to: 1. Follow up with any referring primary care or mental health provider, as applicable, within two (2) business days to confirm receipt of referral 2. Notify the referring provider upon: - Health Home patient enrollment decision - Development of or updates to care plan - Inability to reach patient 3. Complete a warm hand off to primary care provider upon patient graduation from Health Home services	\$2,213	Quarter 2
PA_026	Subscribe to HealthConnections event notifications to receive admission and discharge alerts and discharge summary documents to accomplish necessary functions of an encounter notification system. Implement protocols to follow up with patients discharged from hospital within 72 hours of discharge.	\$738	Quarter 2



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_027	Demonstrate implementation of a process or protocol to discuss advanced directives with all patients 21 years of age or older that meets the standards outlined by CNYCC.	\$738	Quarter 2
PA_028	Demonstrate that at least one (1) paid Certified Recovery Peer Advocate or Certified Mental Health Peer Specialist (including provisional certification) is available full or part time. If Peer has not yet obtained provisional certification, organization must attest that Peer will attend an agency orientation training program as soon as is reasonably practicable. If Peer has attained provisional certification, organization must attest that they intend to support the Peer in attaining full certification.	\$2,213	Quarter 2
PA_029	Implement a process that ensures patient information is shared that is appropriate for the services to be rendered by receiving care team members, including but not limited to PCP, Care Manager, OB/GYN, Pain Management, etc. within two (2) business days of patient visit.	\$3,688	Quarter 2
PA_030	Indicated staff attend training provided by CNYCC on patient consent and protocols to share behavioral health data within organization and to external organizations providing care to patient. Implement protocols to promote sharing of behavioral health data.	\$3,688	Quarter 2
PA_032	Develop a standardized process for use of the DSRIP care management patient identification tool OR adopt a standardized process for outreach to identified DSRIP care management patients. AND Refer identified patients to appropriate DSRIP Care Management provider.	\$2,213	Quarter 2
PA_038	Develop quality improvement initiative for providing psychiatric services using the rapid cycle framework that addresses one or more of the following: 1. Increases geographic access 2. Reduces wait time 3. Increases the availability of clinical staff to provide patient care	\$3,688	Quarter 2
PA_041	Have a primary care provider (PCP, NP, or PA) available onsite providing primary care services a minimum of eight (8) hours per week by December 31, 2017.	\$3,688	Quarter 2
PA_043	Implement the following in accordance to Group 5 - Blood Pressure Measuring, Recording and Monitoring as outlined in the latest iteration of the CNYCC Reference Guide for Cardiovascular Disease Management: 1. Develop protocols for home blood pressure monitoring with follow up support 2. Train at least 75% of indicated staff on home blood pressure monitoring and clinical follow-up	\$3,688	Quarter 2



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_046	At least 75% of indicated staff complete Care Coordination training as specified by CNYCC by March 31, 2018.	\$738	Quarter 3
PA_047	Track and keep record of referrals made to both medical and non-medical community based services, per CNYCC minimum requirements.	\$738	Quarter 3
PA_048	Complete Human and Social Services Assessment as administered by CNYCC	\$1,000	Quarter 3
PA_050	Configure EHR and/or implement a clinical documentation improvement plan to capture data that meets the requirements outlined in the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS) policy and practice standards.	\$738	Quarter 3
PA_051	Update organization website to include information on how to submit DSRIP Client Complaints and Grievances to CNYCC. AND Complete 2016 and 2017 compliance information request. Demonstrate successful OMIG certification of the organization's effective compliance program and certification for the Deficit Reduction Act, if applicable.	\$800	Quarter 2
PA_052	Adopt INTERACT quality improvement initiative and demonstrate implementation within organization.	\$3,688	Quarter 3
PA_053	Enter into a service agreement between an Emergency Department and behavioral health provider that includes processes to divert patients from avoidable transfers to CPEP.	\$3,688	Quarter 3
PA_054	Implement a process to: 1. Make referrals to the appropriate Community Based Organization(s) (CBO) and ensure that the receiving CBO is notified of the referral 2. Follow up with referred patient within 5 business days if referral status indicates that service has not been provided or scheduled	\$3,688	Quarter 3
PA_055	Adopt medication reconciliation best practices (e.g. IPRO PARADE) and demonstrate implementation within organization.	\$2,213	Quarter 3
PA_058	Demonstrate that practice has extended operating hours for behavioral health services to include evening and/or weekend coverage. If current hours already have both evening and weekend coverage, develop an operational plan to optimize the distribution of appointment slots to reduce third next available appointment and/or increase the ability to accept more patient volumes.	\$738	Quarter 3



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_059	Demonstrate that at least 75% of indicated staff have been trained in person-centered self-management goal setting, documentation and review either through a CNYCC hosted training or other training meeting minimum CNYCC requirements.	\$738	Quarter 3
PA_061	Establish a bi-directional agreement between community provider(s) and community based organization(s) offering Stanford Model CDSMP in neighborhoods where high risk patients reside. Develop a referral process for patients identified as high risk.	\$3,688	Quarter 3
PA_062	Implement protocols and procedures used to adopt the Million Hearts® initiative as outlined in Group 1 - Project Implementation and Million Hearts® as outlined in the latest iteration of the CNYCC Reference Guide for Cardiovascular Disease Management.	\$3,688	Quarter 3
PA_063	Initiate discussions with MCOs, independently or as a member of a larger contracting entity (e.g. IPA) to, at a minimum, identify opportunities to contract in accordance with NYS DOH project requirements outlined by CNYCC including development of payment agreements or MOUs. MCO discussions should include DSRIP related objectives such as: 1. Coordination of services for high risk populations 2. Services provided under agreed-upon transitions of care protocols 3. Palliative care and support services arrangements 4. Subcontracting with CBOs to support avoidable readmissions 5. Coverage of crisis stabilization services	\$2,213	Quarter 3
PA_065	Develop quality improvement initiative for Emergency Department patient navigation model using the rapid cycle framework that meets CNYCC minimum requirements.	\$3,688	Quarter 3
PA_068	Complete Coleman Model® training.	\$738	Quarter 3
PA_069_A	Submit status update for Quarter 1 (July 1, 2017 - September 30, 2017) of the implementation of Project 2.b.iv that meets CNYCC minimum requirements.	\$500	Quarter 1
PA_069_B	Submit status update for Quarter 2 (October 1, 2017 - December 31, 2017) of the implementation of Project 2.b.iv that meets CNYCC minimum requirements.	\$500	Quarter 2
PA_069_C	Submit status update for Quarter 3 (January 1, 2018 - March 31, 2018) of the implementation of Project 2.b.iv that meets CNYCC minimum requirements.	\$500	Quarter 3
PA_070	Adopt CNYCC PAM® Hand-Off protocols as defined by CNYCC.	\$2,213	Quarter 3



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_075	Develop and implement a process to accept referrals from the CNYCC designated Central Triage service.	\$3,688	Quarter 3
PA_078	Implement the following as outlined in the latest iteration of the CNYCC Standards of Care document for 3.a.i Model 2: 1. Demonstrate that at least 90% of patients have been screened using CNYCC approved tools 2. When appropriate, a comprehensive assessment is conducted for those patients that screened positive and a warm transfer is made 3. Demonstrate that screenings, results, alerts, and warm transfers are documented in the EHR and viewable in the individual patient record	\$3,688	Quarter 3
PA_079	Have a primary care provider (PCP, NP or PA) available onsite providing primary care services a minimum of sixteen (16) hours per week by March 31, 2018.	\$3,688	Quarter 3
PA_081	Implement the following in accordance to Group 2 - Tobacco-related Initiatives, as outlined in the latest iteration of the CNYCC Reference Guide for Cardiovascular Disease Management: 1. Implement protocol and procedures to incorporate the 5A's of tobacco control, including a referral process to the NYS Smoker's Quitline 2. Train at least 75% of staff to incorporate the use of EHR to prompt the use of the 5A's of tobacco control	\$3,688	Quarter 3
PA_082	Implement the following in accordance to Group 4 - Coordinated Care Development, as outlined in the latest iteration of the CNYCC Reference Guide for Cardiovascular Disease Management: 1. Develop Care Coordination Teams that include nursing staff, pharmacists, dieticians, community health workers, and Health Home care managers, where applicable 2. Develop care coordination protocols and procedures that address patient lifestyle changes, medication adherence, health literacy and self-efficacy and confidence self-management	\$3,688	Quarter 3
PA_083	Implement the following in accordance to Group 6 - Hypertension Population Management as outlined in the latest iteration of the CNYCC Reference Guide for Cardiovascular Disease Management: 1. Identify patients who have repeated elevated blood pressure readings in the medical record but do not have a diagnosis of hypertension and schedule them for a hypertension visit 2. Train at least 75% of indicated staff to ensure effective patient identification and hypertension visit scheduling	\$3,688	Quarter 3
PA_090_A	Attend and participate in at least 80% of partner-focused meetings from July 1, 2017 to September 30, 2017 and disseminate information and materials to DSRIP related staff within the organization. Such meetings include, but are not limited to RPAC, Learning Collaborative, VBP meetings, and the Annual Meeting.	\$750	Quarter 1



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_090_B	Attend and participate in at least 80% of partner-focused meetings from October 1, 2017 to December 31, 2017 and disseminate information and materials to DSRIP related staff within the organization. Such meetings include, but are not limited to RPAC, Learning Collaborative, VBP meetings, and the Annual Meeting.	\$750	Quarter 2
PA_090_C	Attend and participate in at least 80% of partner-focused meetings from January 1, 2018 to March 31, 2018 and disseminate information and materials to DSRIP related staff within the organization. Such meetings include, but are not limited to RPAC, Learning Collaborative, VBP meetings, and the Annual Meeting.	\$750	Quarter 3
PA_090_D	Attend and participate in at least 80% of partner-focused meetings from April 1, 2018 to June 30, 2018 and disseminate information and materials to DSRIP related staff within the organization. Such meetings include, but are not limited to RPAC, Learning Collaborative, VBP meetings, and the Annual Meeting.	\$750	Quarter 4
PA_091	Demonstrate completion of EHR implementation or upgrade that meets CNYCC minimum standards.	\$3,688	Quarter 4
PA_092_A	Report the total number of staff hired, redeployed or retrained to complete DSRIP related activities from April 1, 2017 to September 30, 2017. Complete workforce spend report that meets CNYCC minimum requirements.	\$369	Quarter 1
PA_092_B	Report the total number of staff hired, redeployed or retrained to complete DSRIP related activities from October 1, 2017 to March 31, 2018. Complete workforce spend report for this timeframe that meets CNYCC minimum requirements.	\$369	Quarter 3
PA_093	Adopt and implement the evidence-based health literacy screening tool provided by CNYCC, or an equivalent tool meeting CNYCC requirements.	\$2,213	Quarter 4
PA_096	Adopt CNYCC Care Transitions Guidelines.	\$738	Quarter 3
PA_097	Demonstrate that capacity to accept new patients for behavioral health services has increased and access for existing patients has improved by hiring an additional prescriber or clinical therapist or increasing part time prescriber or clinical therapist hours. Additional hire or increased hours must result in an overall maintenance or increase in the percentage of providers that accept Medicaid patients and/or Medicaid Managed Care members.	\$15,000	Quarter 4



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_098_A	Implement CNYCC standardized protocols to: 1. Accept referrals from community providers and provide appointment and/or services to referred patients within three (3) business days 2. Refer individuals that demonstrate need for clinical services to appropriate clinical providers or reconnect with identified PCP or care manager 3. Exchange relevant patient information with appropriate providers within and external to the organization 4. Identify Medicaid eligible patients (including pregnant women) and refer to enrollment resources	\$1,475	Quarter 1
PA_098_B	Track patients that were referred from community providers and provided appointment and/or services according to implemented CNYCC standardized protocols within three (3) business days between October 1, 2017 to December 31, 2017.	\$738	Quarter 2
PA_098_C	Track patients that were referred from community providers and provided appointment and/or services according to implemented CNYCC standardized protocols within three (3) business days between January 1, 2018 to March 31, 2018.	\$738	Quarter 3
PA_098_D	Track patients that were referred from community providers and provided appointment and/or services according to implemented CNYCC standardized protocols within three (3) business days between April 1, 2018 to June 30, 2018.	\$738	Quarter 4
PA_099	Demonstrate successful Population Health Management (PHM) Watson Care Manager module rollout by completing the following: 1. Assign a "super-user" to complete all PHM train-the-trainer requirements 2. Implement CNYCC's consent management requirements 3. Execute Security Risk Assessment per CNYCC and NYS requirements. Reconcile risks based on assessment findings. 4. Implement CNYCC's PHM End User Access Requirements	\$3,688	Quarter 4
PA_100	Demonstrate that the CNYCC Prenatal Care Guidelines have been incorporated into clinical practices.	\$738	Quarter 4
PA_101	For patients prescribed antipsychotic, antidepressant, and/or statin therapy (for patients with ischemic heart disease) medication: 1. Track patients to ensure that patient fills prescription and is taking medication properly 2. Reach out to those that are overdue for prescription refill to ensure medication adherence	\$2,213	Quarter 4



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_103	<p>Develop process(es) to identify patients with:</p> <ol style="list-style-type: none"> Schizophrenia and cardiovascular disease that are due for LDL-C test Schizophrenia and diabetes that are due for HbA1c and/or LDL-C tests Schizophrenia or bipolar disease who are using antipsychotic medication that have not been screened for diabetes <p>Develop protocols to reach out to ensure applicable tests and/or screenings are completed in a timely manner according to evidence-based guidelines and best practices, with referrals to specialists as needed. Create EHR alerts or a process to remind clinical staff that tests and/or screenings are required and pending for identified patients.</p>	\$2,213	Quarter 4
PA_104	<p>Develop and implement a process to make one (1) post-visit call to parents of children with newly prescribed ADHD medication 1-2 weeks after prescription to ensure that patient:</p> <ol style="list-style-type: none"> Fills prescription and is taking medication properly Has their 30 day follow up visit scheduled and a plan is in place to ensure at least two subsequent follow-up visits within nine months after initiation phase ended 	\$3,688	Quarter 4
PA_106	Participate in at least 75% of local IPRO coalitions to address implementation challenges and improvement opportunities.	\$738	Quarter 4
PA_108	Establish a bi-directional agreement that includes at least one Health Home or care management agency and at least one primary care provider. Develop a process to implement the care management strategy as outlined by CNYCC for patients identified as eligible for DSRIP Care Management.	\$3,688	Quarter 4
PA_112	Attend PAM® training as specified by CNYCC and implement PAM® Surveys within your practice or organization.	\$738	Quarter 4
PA_122_A	Submit status update for Quarter 1 (July 1, 2017 - September 30, 2017) of the implementation of Project 2.d.i that meets CNYCC minimum requirements.	\$500	Quarter 1
PA_122_B	Submit status update for Quarter 2 (October 1, 2017 - December 31, 2017) of the implementation of Project 2.d.i that meets CNYCC minimum requirements.	\$500	Quarter 2
PA_122_C	Submit status update for Quarter 3 (January 1, 2018 - March 31, 2018) of the implementation of Project 2.d.i that meets CNYCC minimum requirements.	\$500	Quarter 3



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_123_A	Submit status update for Quarter 1 (July 1, 2017 - September 30, 2017) of the implementation of Project 3.a.i Model 1 that meets CNYCC minimum requirements.	\$500	Quarter 1
PA_123_B	Submit status update for Quarter 2 (October 1, 2017 - December 31, 2017) of the implementation of Project 3.a.i Model 1 that meets CNYCC minimum requirements.	\$500	Quarter 2
PA_123_C	Submit status update for Quarter 3 (January 1, 2018 - March 31, 2018) of the implementation of Project 3.a.i Model 1 that meets CNYCC minimum requirements.	\$500	Quarter 3
PA_124_A	Submit status update for Quarter 1 (July 1, 2017 - September 30, 2017) of the implementation of Project 3.a.i Model 2 that meets CNYCC minimum requirements.	\$500	Quarter 1
PA_124_B	Submit status update for Quarter 2 (October 1, 2017 - December 31, 2017) of the implementation of Project 3.a.i Model 2 that meets CNYCC minimum requirements.	\$500	Quarter 2
PA_124_C	Submit status update for Quarter 3 (January 1, 2018 - March 31, 2018) of the implementation of Project 3.a.i Model 2 that meets CNYCC minimum requirements.	\$500	Quarter 3
PA_125_A	Submit status update for Quarter 1 (July 1, 2017 - September 30, 2017) of the implementation of Project 3.b.i that meets CNYCC minimum requirements.	\$500	Quarter 1
PA_125_B	Submit status update for Quarter 2 (October 1, 2017 - December 31, 2017) of the implementation of Project 3.b.i that meets CNYCC minimum requirements.	\$500	Quarter 2
PA_125_C	Submit status update for Quarter 3 (January 1, 2018 - March 31, 2018) of the implementation of Project 3.b.i that meets CNYCC minimum requirements.	\$500	Quarter 3
PA_126	Enter into a service agreement with an external primary care provider (PCP) to co-locate and provide behavioral health services at the PCP location.	\$2,213	Quarter 1
PA_128	Engage patients in DSRIP Care Management services per CNYCC minimum requirements.	\$3,688	Quarter 2



Performance Activity ID	Performance Activity	Dollar Allocation	Contracting Quarter Due
PA_129	Develop a standardized process to: 1. Re-administer PAM® Survey to individuals identified with a PAM® score equal to 1 or 2 and was administered more than six months from initial administration 2. Enter re-administration data in Flourish within 7 business days	\$2,213	Quarter 4
PA_130	Establish a care coordination team that provides ongoing services to patients identified as high risk for cardiovascular disease and co-occurring mental health or substance use disorders. Care coordination team must: 1. Include at least one behavioral health (BH) provider and an ambulatory primary or cardiac specialty care provider 2. Be developed by using existing staff, hiring additional staff, or establishing formal bi-directional agreement(s)	\$2,213	Quarter 2
PA_131	Implement intake process for new patients referred by PAM®/CFA coaches that includes patients' PAM level and score and ensures initial appointments are scheduled within 60 days of referral. Train at least 75% of intake staff on this process.	\$2,213	Quarter 3
PA_132	At least two (2) leadership/management level staff members involved in contracting, finance, quality, or strategy for organization attend and graduate from VBP University provided by New York State Department of Health. Staff members must complete Semester One (1) through Three (3).	\$500	Quarter 2
PA_133	Provide "Intro to Cultural Competency/Health Literacy (CCHL)" training to at least 75% of all staff by June 30, 2018.	\$738	Quarter 4



Actively Engaged Patients (AEP) Reporting Activities

The following Performance Activities are specific to AEP reporting requirements for applicable projects. Each activity will require a monthly report that will be due by the reporting date indicated in the latest Performance Activity Schedule made available to Project Participant. The following activities are valued at \$500 per report and are required to be reported on a monthly basis with payment for completed reports made quarterly as explained in Appendix One.

Project ID	Performance Activity ID	Actively Engaged Patients Activity	Dollar Allocation (per monthly report)
2.a.iii	PE_2aiii_001 to PE_2aiii_012	Provide a report of the number of patients who completed a new or updated comprehensive care management plan on a monthly basis, as outlined in the patient engagement definition and CNYCC Clinical Guidance Standards, using the CNYCC provided template and data specifications. A report of zero does not qualify as a report completion.	\$500
2.d.i	PE_2di_001 to PE_2di_012	Provide data for the number of individuals who completed PAM® or other patient engagement techniques on a monthly basis, as outlined in the patient engagement definition and CNYCC Clinical Guidance Standards, using the CNYCC provided template and data specifications. A report of zero does not qualify as a report completion.	\$500
3.a.iM2	PE_3aiM2_001 to PE_3aiM2_012	Provide data for the number of patients receiving primary care services at a participating mental health or substance abuse site on a monthly basis, as outlined in the patient engagement definition and CNYCC Clinical Guidance Standards, using CNYCC provided template and data specifications. A report of zero does not qualify as a report completion.	\$500
3.a.ii	PE_3aii_001 to PE_3aii_012	Provide data for the number of patients receiving crisis stabilization services from participating sites on a monthly basis, as outlined in the patient engagement definition and CNYCC Clinical Guidance Standards, using the CNYCC provided template and data specifications. A report of zero does not qualify as a report completion.	\$500



ATTACHMENT B

TO APPENDIX ONE

PERFORMANCE OUTCOME MEASURES

- I. **PPS-Wide Achievement Required.** Payment under this Attachment B is only available if the CNYCC PPS, as a whole, is successful in achieving the Performance Outcome Measures as determined by the Independent Assessor (IA), a contractor of the NYSDOH. Such determination by the IA is expected to be completed by June 30, 2018. However, NYSDOH and the IA may require more time to inform CNYCC of the final results.
- II. **Threshold Participation.** In order to be eligible to receive payment for PPS Performance Outcome Measures, Project Participant must either:
 - a. Complete at least eighty percent (80%) of its Performance Activities, not including Actively Engaged Patient (AEP) reporting activities; or
 - b. Complete at least fifty-one percent (51%) of its Performance Activities, not including AEP reporting activities, and earn at least eighty percent (80%) of its Performance Activities dollars, not including AEP reporting dollars; plus
 - c. If Project Participant is eligible for AEP reporting activities for a given project and has reported on AEPs prior to Phase Two for such project, Project Participant must complete 80% of AEP reporting per applicable project to be eligible for Outcome Measure dollars. If Project Participant is eligible for AEP reporting activities for a given project, but has not historically reported for such project, Project Participant will not be held accountable for the 80% AEP threshold for that project during Phase Two.

Note: CNYCC, as directed by the CNYCC Board of Directors, may revise the above listed percentage thresholds, including during Phase Two. In such event, CNYCC shall provide at least thirty (30) days prior written notice to Project Participant of the percentage threshold change.

- III. **Payment Amounts/Timing.** If earned in accordance with the above, CNYCC shall remit payment to Project Participant for the applicable Performance Outcome Measures set forth below within sixty (60) days of the date that NYSDOH informs CNYCC of its final determination that CNYCC achieved the required targets. In the event the CNYCC PPS does not meet an Outcome Measure target (thereby reducing Project Participant's Total Eligible Allocation) CNYCC shall communicate the failure to achieve the Outcome Measure to Project Participant. Such communication by CNYCC may, at CNYCC's discretion, be issued individually to Project Participant or via a PPS-wide communication.

Performance Outcome Measures

Measure ID	Outcome Measure Name	Dollar Allocation
2.1.1	Adult Access to Preventive or Ambulatory Care - 20 to 44 years	\$1,865
2.1.2	Adult Access to Preventive or Ambulatory Care - 45 to 64 years	\$1,865
2.1.3	Adult Access to Preventive or Ambulatory Care - 65 and older	\$1,865
2.10.1	PAM Score	\$1,332
2.11.1	PDI 90– Composite of all measures ±	\$3,196
2.15.1	Potentially Preventable Emergency Room Visits ±	\$1,865
2.16.1	Potentially Preventable Readmissions ±	\$3,196
2.17.1	PQI 90 – Composite of all measures ±	\$1,865
2.18.1	Primary Care - Length of Relationship	\$932



Measure ID	Outcome Measure Name	Dollar Allocation
2.18.2	Primary Care - Usual Source of Care	\$932
2.19.1	Non-use of primary and preventive care services	\$1,332
2.3.1	Care Coordination	\$1,865
2.4.1	Children's Access to Primary Care - 12 to 24 months	\$1,332
2.4.2	Children's Access to Primary Care - 25 months to 6 years	\$3,196
2.4.3	Children's Access to Primary Care - 7 to 11 years	\$1,332
2.4.4	Children's Access to Primary Care - 12 to 19 years	\$3,196
2.5.1	ED use by uninsured ±	\$1,332
2.6.1	Getting Timely Appointments, Care and information	\$3,196
2.7.1	H-CAHPS – Care Transition CMS Data Set H_COMP_7_SA and H_COMP_7_A	\$1,865
3.1.1	Adherence to Antipsychotic Medications for People with Schizophrenia	\$1,865
3.15.1	Controlling High Blood Pressure	\$3,196
3.17.1	Diabetes Monitoring for People with Diabetes and Schizophrenia	\$3,196
3.18.1	Diabetes Screening for People with Schizophrenia or Bipolar Disease who are Using Antipsychotic Medication	\$3,196
3.20.1	Engagement of Alcohol and Other Drug Dependence Treatment (initiation and 2 visits within 44 days)	\$932
3.20.2	Initiation of Alcohol and Other Drug Dependence Treatment (1 visit within 14 days)	\$932
3.21.1	Flu Shots for Adults Ages 18 – 64	\$932
3.22.1	Follow-up after hospitalization for Mental Illness - within 30 days	\$932
3.22.2	Follow-up after hospitalization for Mental Illness - within 7 days	\$932
3.23.1	Follow-up care for Children Prescribed ADHD Medications - Continuation Phase	\$3,196
3.23.2	Follow-up care for Children Prescribed ADHD Medications - Initiation Phase	\$3,196
3.25.1	Health Literacy - Instructions Easy to Understand	\$932
3.25.2	Health Literacy - Describing How to Follow Instructions	\$932
3.25.3	Health Literacy – Explained What to do if Illness Got Worse	\$932
3.30.1	Medical Assistance with Smoking and Tobacco Use Cessation - Advised to Quit	\$932
3.30.2	Medical Assistance with Smoking and Tobacco Use Cessation - Discussed Cessation Medication	\$3,196



Measure ID	Outcome Measure Name	Dollar Allocation
3.30.3	Medical Assistance with Smoking and Tobacco Use Cessation - Discussed Cessation Strategies	\$3,196
3.34.1	Potentially Preventable Emergency Room Visits (for persons with BH diagnosis) ±	\$1,332
3.38.1	Prevention Quality Indicator # 8 (Heart Failure) ±	\$1,865
3.4.1	Antidepressant Medication Management - Effective Acute Phase Treatment	\$1,865
3.4.2	Antidepressant Medication Management - Effective Continuation Phase Treatment	\$1,865
3.40.1	Prevention Quality Indicator # 7 (Hypertension) ±	\$932
3.45.1	Screening for Clinical Depression and follow-up	\$1,332
3.48.1	Statin Therapy for Patients with Cardiovascular Disease –Received Statin Therapy	\$1,865
3.48.2	Statin Therapy for Patients with Cardiovascular Disease –Statin Adherence 80%	\$1,865
3.5.1	Aspirin Use	\$932
3.5.2	Discussion of Risks and Benefits of Aspirin Use	\$932
3.7.1	Cardiovascular Monitoring for People with Cardiovascular Disease and Schizophrenia	\$1,865

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of July 2017, 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, and 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. Executory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 indicted 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 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. Workers' 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.



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@oogov.net

October 5, 2017

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
FN 20 17-386
[Signature]
Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
Date 10/24/17
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following contract amendment between Homemakers of the Mohawk Valley, Inc. d/b/a Caregivers for your review and approval. If this amendment meets with your approval, please forward to the Board of Legislators for further consideration.

This purpose of this amendment is to increase the rate of Personal Care Aide (PCA) Level 1 and 2 by \$0.60. The amended PCA Level 1 rate would be \$18.45 per hour and PCA Level 2 rate would be \$19.10. This amendment commences October 1, 2017 and terminates March 31, 2018.

Please feel free to contact this office, should you have any questions regarding this amendment.

Sincerely,

[Signature]

Michael J. Romano
Director

MJR/jc
Enclosure



Oneida Co. Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Homemakers of the Mohawk Valley, Inc.
d/b/a Caregivers
2465 Sheridan Drive
Tonawanda, NY14150

Title of Activity or Service:

Home Health Care Agency

Proposed Dates of Operation:

October 1, 2017 through March 31, 2018

Client Population/Number to be Served:

Approximately 59 individuals, age 60 or above

Summary Statements:

1) Narrative Description of Proposed Services

To provide non-medical homemaker/personal care services to Oneida County residents, age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e. bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e. housekeeping, shopping, and preparing meals).

2) Program/Service Objectives and Outcomes:

- To provide personal care services to frail, disabled or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level 1) include:
 - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for clients, laundering, transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
 - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance toileting, preparation of meals, feeding and administering medications.

3) Program Design and Staffing

Personal Care Workers will provide a variety of services that include physically assisting clients with medical needs. Homemaker/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the clients' home to ensure the client's satisfaction with their services.

Total Funding Requested: \$112,700.00 **Account #:** A6774.495.99

Oneida County Dept. Funding Recommendation: \$112,700.00

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

Federal: 0% (\$0) State: 75% (\$84,525.00) County: 25% (\$28,175.00)

Cost Per Client Served: \$18.45 per hour for housekeeper/chore workers (PCA Level I)
\$19.10 per hour for homemaker/personal care worker (PCA Level II)

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

O.C. Department Staff Comments: Amendment to increase the rate of PCA Level I and 2 to commence on October 1, 2017. The termination date and total contract amount will remain the same as the original contract.

AMENDMENT

This Amendment is by and between the **HOMEMAKERS OF THE MOHAWK VALLEY, INC. d/b/a CAREGIVERS**, a domestic business corporation organized and existing under the laws of the State of New York, with its principal offices located at 2465 Sheridan Drive, Tonawanda, New York 14150, and having service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, hereinafter known as the "**CONTRACTOR,**" and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter known as the "**COUNTY,**" collectively, the "**PARTIES.**"

WITNESSETH

WHEREAS, the **PARTIES** hereto entered into an agreement that was fully executed on June 22, 2017 (**COUNTY** contract no. 14938), hereinafter referred to as the "**ORIGINAL AGREEMENT,**" a copy of which is annexed hereto as "Exhibit A;" and

WHEREAS, the **PARTIES** wish to increase the hourly rates the **COUNTY** reimburses to the **CONTRACTOR** in the **ORIGINAL AGREEMENT**;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the **PARTIES** do hereby agree as follows:

1. This Amendment shall be effective on October 1, 2017.
2. Section 4, paragraph B of the **ORIGINAL AGREEMENT** shall be amended to read as follows:
The **COUNTY** agrees to reimburse the **CONTRACTOR** the rate of \$19.10 per hour for homemaker/personal care (PCA Level II), and \$18.45 per hour for housekeeper/chore (PCA Level 1). A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments when the client is attending less than five (5) hours per day.
3. All other terms of the **ORIGINAL AGREEMENT** shall remain in effect without change or alteration.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS THEREOF, the PARTIES have hereunto set their hand on the date respectively stated.

HOMEMAKERS OF THE MOHAWK VALLEY, INC.

d/b/a CAREGIVERS

C. Flitt *ceo*

Carmen Flitt, Chief Executive Officer

10/12/2012

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE

Michael J. Romano, Director

Date

Approved:

By: _____
Maryangela Scalzo, Assistant County Attorney

Date

AGREEMENT

This is an Agreement made by and between the **HOMEMAKERS OF THE MOHAWK VALLEY, INC, d/b/a/ CAREGIVERS**, a domestic business corporation organized and existing under the laws of the State of New York, located at 2465 Sheridan Drive, Tonawanda, New York 14150, service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, hereinafter referred to as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 park Ave., Utica, New York 13501, by and through its department of **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter referred to as the "**COUNTY**," collectively, the "Parties."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSEP, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

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

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

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

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

1. **TERM OF AGREEMENT**

A. The terms of this Agreement shall commence **April 1, 2017** and terminate **March 31, 2018**.

B. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar Services from third parties.

2. **SCOPE OF SERVICES- EISEP/III-E SERVICES**

A. The **CONTRACTOR** agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the **COUNTY**'s EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living.

B. Residents who are eligible for services shall be referred to as "clients."

C. The **CONTRACTOR** and **COUNTY** agree that all EISEP/III-E funded homemaker/personal care (PCA Level II), housekeeper/personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the **CONTRACTOR** shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

D. The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

E. The **COUNTY** and **CONTRACTOR** agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

F. The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with New York State regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)

- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundry; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan, commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)
- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II)
- 21) assistance with changing of simple dressings. (Level II)

G. For the activities described herein, the measure of a UNIT is equal to one (1) hour of service to or on behalf of the client.

H. The **CONTRACTOR** agrees to assign a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

I. The **COUNTY** and **CONTRACTOR** agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

J. The **CONTRACTOR** understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
- 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
- 3) provide information concerning the **CONTRACTOR**;
- 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
- 5) conduct scheduled visits to the client's home at least every six (6) months;
- 6) conduct unscheduled visits to the client's home at least one (1) time a year;
- 7) evaluate the worker's performance of the required tasks;
- 8) provide to the worker appropriate information, consultation, instruction and demonstration as needed;
- 9) determine the extent to which client needs are appropriately and adequately being met;
- 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit; and
- 11) provide an opportunity to discuss in private with the client/authorized representative the service being provided.

K. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.

L. Any incident that occurs during an agency workers' presence must be reported immediately in writing to the **COUNTY** on the specified fax form.

M. The **CONTRACTOR** agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health. Each worker shall be instructed on how to work with the elderly. Each worker shall receive an orientation, prior to delivering any in-home services.

N. Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the **CONTRACTOR's** agency; and
- 3) the rights of clients as set forth in the EISEP standards and regulations.

O. MEDICAID PROCEDURES:

1) The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to clients in adult residential care facilities which had previously been provided by such facility.

2) The **COUNTY** agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

3) The **CONTRACTOR** agrees to bill Medicaid and credit the **COUNTY** for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date. The **COUNTY** will process prior approvals for Medicaid billing for services provided in this section.

4) The **COUNTY** agrees to notify the **CONTRACTOR** of client approval for Medicaid.

5) The **CONTRACTOR** shall credit the **COUNTY** for Medicaid payments received.

6) The **CONTRACTOR** and the **COUNTY** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

7) The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.

8) The **CONTRACTOR** agrees to work in cooperation with the **COUNTY** to develop a comprehensive service delivery system for the EISEP/III-E Program.

P. Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both **CONTRACTOR** and **COUNTY** staff to the Home Care Plan established for the clients.

Q. The **COUNTY** shall provide the **CONTRACTOR** with a care plan, confirmation of documentation, and a PCA approval form. This documentation shall be provided at the time of referral and every six months thereafter. It is the responsibility of the **COUNTY** to develop the care plan according to regulations and to obtain required physician(s) orders related to the **COUNTY** services being provided by the **CONTRACTOR**. It is also understood that a registered nurse from the **COUNTY** will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment or a new physician orders a revised care plan shall be developed by the **COUNTY** and a copy sent to the **CONTRACTOR** at that time.

3. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the client or client's caregiver in order to determine the location, method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

4. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all Parties that the COUNTY shall reimburse the CONTRACTOR for EISEP/III-E services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIE grants.

B. The COUNTY agrees to reimburse the CONTRACTOR the rates of \$18.50 per hour for homemaker/personal care (PCA Level II), and \$17.85 per hour for housekeeper/chore (PCA Level I). A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day.

C. The total payments for this Agreement shall not exceed One Hundred Twelve Thousand Seven Hundred Dollars (\$112,700.00).

D. Reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions, attached hereto as APPENDIX C.

E. The COUNTY shall not be liable for any late fees for any interest in late payments.

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

G. The COUNTY reserves the right to withhold payment under this Agreement due to CONTRACTOR'S failure to properly perform its obligations under this Agreement. The COUNTY may withhold payment for including but not limited to:

- 1) defective services;
- 2) third party claims;
- 3) failure of the CONTRACTOR to pay its subcontractors, if any;
- 4) damage to the COUNTY; or
- 5) failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the COUNTY shall not be responsible for any costs incurred by the CONTRACTOR prior to the effective date or following the termination date of this Agreement.

5. TRAINING

A. **CONTRACTOR** shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulation necessary to perform the services described herein, **CONTRACTOR** shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees, subcontractors and/or partners to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, subcontractors and/or partners, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be eligible for compensation from the **COUNTY** 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.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization,

and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding 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). CONTRACTOR shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The CONTRACTOR shall indemnify and hold the COUNTY harmless from all loss or liability incurred by the COUNTY as a result of the COUNTY not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, 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.

H. 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.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the CONTRACTOR to perform any of the services stated herein.

B. The CONTRACTOR agrees to furnish to the COUNTY, prior to the execution of this Agreement, a list of names of subcontractors to whom the CONTRACTOR proposes to award any portion of the services. The COUNTY shall be provided a copy of any and all agreement(s) between the CONTRACTOR and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the CONTRACTOR and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. NON ASSIGNMENT CLAUSE

A. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the COUNTY.

9. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the County of Oneida, more fully described in APPENDIX A.

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

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

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

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

F. The COUNTY shall conduct a program review to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

10. NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- 1) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination);
- 2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92];
- 3) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- 4) Older Americans Act;
- 5) Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- 6) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.);
- 7) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors);
- 8) Equal Access to Services and Targeting Policy (12-PI-08);
- 9) Elder Law.

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train

staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES

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

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

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

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting client contributions for all clients who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded by the client, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant

supported activity, or earned as a result of the COUNTY grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

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

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

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

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

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

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

13. INDEMNIFICATION

A. The obligations of the CONTRACTOR under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, 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 services of the CONTRACTOR and its agents, servants, employees, independent contractors, volunteers or partners 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 the Agreement.

C. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this

Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the COUNTY from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors. The CONTRACTOR shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the CONTRACTOR or not.

14. INSURANCE COVERAGE REQUIREMENTS

A. As part of its obligation to indemnify, defend and hold harmless the COUNTY, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the CONTRACTOR agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The CONTRACTOR shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The CONTRACTOR shall not commence services until such insurance has been approved by the COUNTY. The certificates shall be on forms approved by the COUNTY. Acceptance of the certificates shall not relieve the CONTRACTOR of any of the insurance requirements, nor decrease the liability of the CONTRACTOR. COUNTY reserves the right to require the Contractor to provide insurance policies for review by the COUNTY. The CONTRACTOR grants COUNTY a limited power of attorney to communicate with the CONTRACTOR'S insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the CONTRACTOR'S Commercial General Liability Policy, Auto, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the COUNTY. The COUNTY must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The CONTRACTOR shall 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 or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

2) The **COUNTY** shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

F. Business Auto Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of

coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers Compensation and Employers Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per the requirements stated above.

15. REPORTING REQUIREMENTS

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

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

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other Party.

C. The **CONTRACTOR** agrees that in the event of termination, the **CONTRACTOR** shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

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

18. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. INCORPORATION BY REFERENCE

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. STANDARD ADDENDUM

A. The **CONTRACTOR** agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

21. CHOICE OF LAW/FORUM

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

22. SUCCESSORS AND ASSIGNS

A. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

23. NON WAIVER

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

24. SEVERABILITY

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

25. AUTHORITY TO ACT/SIGN

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

26. ADVICE OF COUNSEL

A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[The remainder of this page has been intentionally left blank]

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

CONTRACTOR

C-PR
Carmen Flitt, ~~Vice President/CFO~~ CEO
Homemakers of the Mohawk Valley, Inc.
d/b/a "Caregivers"

3/23/17
Date

COUNTY OF ONEIDA

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

6-22-17
Date

OFFICE FOR THE AGING AND CONTINUING CARE

Michael J. Romano
Michael J. Romano, Director
Oneida County Office for the Aging

4/13/17
Date

Approved:

Merima Smajic
Merima Smajic, Esq., Assistant County Attorney

4/19/17
Date

APPENDIX A

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

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Un-satisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.

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

Record Keeping

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

Confidentiality

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

Oneida County Office for the Aging
2015-2016
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.

- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D
Standard Contract Clauses Addendum

THIS ADDENDUM, 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. Executory or Non-Appropriation Clause.

- a. 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.

- a. 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 tension, 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 clients 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 (1), (0), (0), (d), (0), (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.
 3. 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 "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, 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.**
 - a. 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.
 - b. 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.**

- a. 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.
- b. 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.**

- a. 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).
- 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.
- c. 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.

- d. 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.



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street - Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

October 10, 2017

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
FN 20 17-387
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES
WAYS & MEANS Date 11/3/17

Dear Mr. Picente:

I am submitting the following Agreement between the Oneida County Office for the Aging and Continuing Care and the Senior Citizens Council of Rome, New York, Inc. for your review and approval. If this Agreement meets with your approval, please forward it to the Board of Legislators for further consideration.

This Agreement is for the provision of Social Adult Day Services. This Agreement will continue to provide community based long term care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total amount of this Agreement is \$60,000.00. This consists of 75% (\$45,000.00) State funds and 25% (\$15,000.00) County dollars. This Agreement commences January 1, 2018 and terminates December 31, 2018.

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

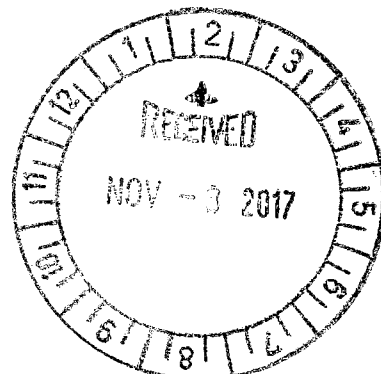
Sincerely,

Michael J. Romano

Michael J. Romano
Director

MJR/jc

Enclosures



Oneida Co. Department: Office for the Aging

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> x </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Senior Citizens Council of Rome, New York, Inc.
305 East Locust Street
Rome, New York 13440

Title of Activity or Service: Social Adult Day Services

Proposed Dates of Operation: January 1, 2018 through December 31, 2018

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

Summary Statements

1) Narrative Description of Proposed Services

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

2) Program/Service Objectives and Outcomes:

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

3) Program Design and Staffing

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

Total Funding Requested: \$60,000.00 **Account #:** A6772.495.116

Oneida County Dept. Funding Recommendation: \$ 60,000.00

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

Federal: 0% (\$0) State: \$ 45,000.00 (75%) County: \$ 15,000.00 (25%)

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

Past Performance Data: The Ava Dorfman Senior Citizens Civic Center has provided social adult day care since 1992.

O.C. Department Staff Comments: N/A

AGREEMENT

THIS AGREEMENT (Agreement) is by and between the **SENIOR CITIZENS COUNCIL OF ROME, NEW YORK, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York having its principal offices at 305 East Locust Street, Rome, New York 13440 (hereinafter known as the **CONTRACTOR**), and the **COUNTY OF ONEIDA**, a municipal corporation organized under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, NY 13424 (hereinafter known as the **COUNTY**) All parties to the Agreement shall be collectively known as the **PARTIES**.

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA, EISEP, CSEP/III-E, CSI, SNAP, HHCAP, MIPPA/SHIP, and County of Oneida funds; and

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

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

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

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

1. **TERM OF AGREEMENT**

A. The terms and conditions of this Agreement shall commence **January 1, 2018** and terminate **December 31, 2018**.

2. **AGREEMENT RENEWAL**

A. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar services from third parties.

3. **SCOPE OF SERVICES – SOCIAL ADULT DAY CARE SERVICES**

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

B. The **CONTRACTOR** shall provide Social Model Adult Day Services (Day Services) to frail individuals (Consumers) as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. Residing in rural areas;
2. With greatest economic need (with particular attention to low-income minority individuals);
3. With greatest social need (with particular attention to low-income minority individuals);
4. With severe disabilities; and
5. With Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide Day Services in Oneida County.

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

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

E. The **CONTRACTOR** agrees that all Consumers shall receive Day Services only in accordance with an individualized written service plan that is based on the COMPASS assessment, and will specify the individual Consumer outcomes expected from the provision of Day Services; and the service plan will be reevaluated at a minimum, annually.

F. As specified in the State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR'S** Day Service personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty (20) hours of group, individual and/or on-the-job training.

G. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of gerontology and community based social adult day care; attendance at relevant local, state or national training is encouraged.

H. The **CONTRACTOR** and **COUNTY** shall hold periodic coordinating meetings, as needed.

I. The **CONTRACTOR** and **COUNTY** shall work cooperatively to develop comprehensive Day Services for Oneida County.

4. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that the **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Day Services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the Day Services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the Consumer or Consumer's caregiver in order to determine the location, method, details and means of performing the Day Services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform Day Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performances of the Day Services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable Federal, State, or Local Laws and Regulations. The **CONTRACTOR** shall expressly advise the Assistants of the terms of this Agreement.

C. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for Day Services which are provided in accordance with the terms and conditions of this Agreement, the Community Services for the Elderly Program (CSEP), and the Caregiver Support IIIIE grants.

B. The COUNTY shall reimburse the CONTRACTOR \$60.00 per day (\$6.00 per ½ hour or \$12.00 per hour) per Consumer; which will include program, meals, and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the Consumer is attending less than five (5) hours per day. The total payments for this Agreement will not exceed Sixty Thousand Dollars (\$60,000.00).

C. The COUNTY funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Oneida County Office for the Aging Voucher Instructions attached as APPENDIX C.

D. The COUNTY shall not be liable for any late fees or any interest on late payments. The obligations of the PARTIES hereunder are conditioned upon the continued availability of New York State and COUNTY funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and COUNTY officials fail to approve sufficient funds for completion of the Day Services set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the COUNTY shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

E. The COUNTY reserves the right to withhold payment under this Agreement due to CONTRACTOR'S failure to properly perform its obligations under this Agreement. The COUNTY may withhold payment for a but not limited to:

1. defective Day Services;
2. third party claims;
3. failure of the CONTRACTOR to pay its subcontractors, if any;
4. damage to the COUNTY; or
5. failure to carry out the Day Services in accordance with this Agreement.

F. It is understood and agreed that the COUNTY shall not be responsible for any costs incurred by the CONTRACTOR prior to the effective date or following the termination date of this Agreement.

6. NO CLAIM FOR DAMAGE

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

7. EXPENSES

A. The **CONTRACTOR** is solely responsible for paying all of its business expenses related to furnishing the Day Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services and other general operating expenses

8. **TRAINING**

A. The **CONTRACTOR** and its Assistants shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the Day Services described herein. The **CONTRACTOR** shall be fully responsible for its own training and the training of its Assistants necessary to maintain any licenses or certifications to perform the Day Services described herein, and shall be solely responsible for the cost.

9. **NON ASSIGNMENT CLAUSE**

A. The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. **SUBCONTRACTORS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Day Services.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the Day Services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the Day Services within ten (10) day of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The **CONTRACTOR** and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason

thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and **COUNTY** agree that the **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

C. The **CONTRACTOR** and its Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school, special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither the **CONTRACTOR**, nor its Assistants shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for Day Services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, 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.

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

12. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (SOFA), and the County of Oneida, more fully described in **APPENDIX A**.

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

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

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

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

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

13. NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS

A. The **CONTRACTOR** agrees that all its activities under this Agreement, shall conform with all applicable Federal, State, and Local Laws, and with Federal and State Regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
 2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32,
- [8/4/92]
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
 4. Older Americans Act
 5. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
 6. Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
 7. Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
 8. Equal Access to Services and Targeting Policy (12-PI-08)
 9. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide Day Services, agrees to provide Day Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the Day Services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide Day Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Day Services; and meet specific objectives established by the AAA, for providing Day Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

14. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** shall implement the **COUNTY'S** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

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

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Office for the Aging and Continuing Care funded Day Services. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded Consumer, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

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

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

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

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be

submitted to the COUNTY upon completion of the program/fiscal audit conducted by the outside auditor.

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

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

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

16. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the COUNTY, its officers, agents, employees, as set forth above, the CONTRACTOR agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The CONTRACTOR shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The CONTRACTOR shall not commence work until such insurance has been approved by the COUNTY. The certificates shall be on forms approved by the COUNTY. Acceptance of the certificates shall not relieve the CONTRACTOR of any of the insurance requirements, nor decrease the liability of the CONTRACTOR. The COUNTY reserves the right to require the CONTRACTOR to provide insurance policies for review by the COUNTY. The CONTRACTOR grants COUNTY a limited power of attorney to communicate with the CONTRACTOR'S insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. **Certificates of Insurance**: Attached to each certificate of insurance shall be a copy of Additional Insured Endorsement that is part of the CONTRACTOR'S Commercial General Liability Policy, Auto Liability Policy, Excess/Umbrella Policy, and Workers' Compensation. These Certificates of Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the COUNTY.

E. **Commercial General Liability Insurance (CGL)**: The CONTRACTOR agrees that it shall, at its own expense, at all times during the term of the 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 or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The CONTRACTOR agrees to have the COUNTY added to said insurance policy and/or policies as named additional insured, on a primary, non-contributory basis. Coverage for additional insured shall apply as primary and non-

contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1. Coverage for the additional insured shall include completed operations.
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project.
3. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products – completed operations, and personal and advertising injury.
4. There shall be no exclusion to contractual liability for Employee Injury (i.e. Labor Law Exclusions)
5. The **CONTRACTOR** shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the services.

F. **Auto Liability Insurance:** The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. **Excess/Umbrella Liability Insurance:** The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provide to the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. **Professional Liability Insurance:** The **CONTRACTOR** agrees that it shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. **Workers' Compensation and Employee Liability Insurance:** The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. **Waiver of Subrogation:** The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers' Compensation and Employers Liability Insurance maintained per requirements stated above.

17. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate Consumer records on each EISEP Consumer who receives Day Services through this program; the **COUNTY** shall have access to the Consumer records upon request; the **COUNTY** shall have ownership of all Consumer's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring Consumer confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

18. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for Day Services under this Agreement, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

19. **AGREEMENT CANCELLATION**

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

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

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

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to Consumers shall not be detrimental to a Consumer's health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumer's behalf.

20. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except in writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed one and the same instrument.

21. **INCORPORATION BY REFERENCE**

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

22. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the **COUNTY'S** Standard Oneida County Contract Addendum, which is attached hereto and made part hereof as **APPENDIX D**.

23. CHOICE OF LAW/FORUM

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

24. SUCCESSORS AND ASSIGNS

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

25. NON WAIVER

A. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

26. SEVERABILITY

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

27. AUTHORITY TO ACT/SIGN

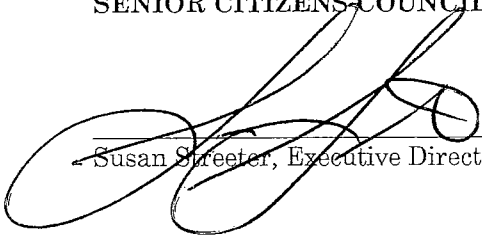
A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

28. ADVICE OF COUNSEL

A. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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

SENIOR CITIZENS COUNCIL OF ROME, NEW YORK, INC.



Susan Streeter, Executive Director

10/31/17

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

10/31/17

Date

Approved:

By: _____
Maryangela Scalzo, Assistant County Attorney

Date

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Dissatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

APPENDIX C

Oneida County Office for the Aging **Voucher Instructions** **For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSEP, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.

- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, 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, and 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. Executory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
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 indicted 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 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. Workers 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.



REQUEST FOR PROPOSAL (RFP)

**Aging Services Contract – RFP #2015-159
Oneida County Office for the Aging and Continuing Care**

July 6, 2015

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- ◆ Cover Page
- ◆ Standard Assurances
- ◆ Program/Service Narrative/Outcomes
- ◆ Proposed Budget

Submit completed application to: Michael J. Romano
Director
Oneida County Office for the Aging
and Continuing Care
120 Airline Street – Suite 201
Oriskany, New York 12434

Agency Name: Ava Dorfman Senior Center

Address: 305 E Locust

City/State/Zip Code: Rome, NY 13440

Contact Person: Tiffany Martin Telephone: (315) 337-8230

Federal Employer Identification Number 16-6053004

Service Area: Rome/Camden-surrounding areas

Past Performance Data: (If applicable) _____

Number of individuals served in previous year: 41 Cost per individual: \$ _____

Proposed services according to CAARS definitions:

Service Category	Units of Activity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the **Oneida County Office for the Aging and Continuing Care (The "COUNTY")** to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
2. The **COUNTY** reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offer or;
3. The **COUNTY** reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the Office of third parties with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the conduct of the program/service approved;
6. The grant may be terminated in whole, or in part, by the **COUNTY**. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the **COUNTY**. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the **COUNTY** for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration on Aging, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this Request for Proposal (RFP) and certifies that the contents are true and correct. The applicant has read the Standard Assurance (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____

(Signature of person authorized to enter into an agreement)

Date: _____

2/24/15

Tiffany Martin--- Executive Director

(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and Local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

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

2. The Office for the Aging and Continuing Care has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.
3. The Applicant will formally enter into written contract with Oneida County and the Office for the Aging and Continuing Care in accordance with Federal, State and Local statutes, regulations and standards.
4. The Applicant shall obtain and submit to the Oneida County Office for the Aging and Continuing Care written agreements existing between the Applicant and any subcontractor, other service provider(s), who is providing support to this RFP.
5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.
6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.
7. The Applicant agrees to carry out contractual agreement(s), Office for the Aging and Continuing Care programs, in the Applicant's Service Area as detailed in this RFP.
8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.
9. The Applicant agrees to:
 - (a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation;
 - (b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.
 - (c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;
 - (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
 - (e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.
 - (f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;
 - (g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.

10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the Office for the Aging and Continuing Care may provide or arrange for the provision of services, to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.
11. The Applicant agrees to comply with all reporting requirements as set forth by the Oneida County Office for the Aging and Continuing Care and agrees to attend required training programs as specified by the Office for the Aging and Continuing Care.
12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.
13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.
14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislators Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and Local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.
2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.
3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the Office for the Aging and Continuing Care, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.
4. The Office for the Aging and Continuing Care shall provide technical assistance to all contractors as requested. The Office for the Aging shall monitor and assess all contractors. The Office for the Aging will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.
5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the Oneida County Office for the Aging and Continuing Care. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Office for the Aging and Continuing Care and the nature and amount of all expenditures claimed against such funds.
6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the Office, and await Office for the Aging's approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the Office before these costs will be reimbursed.
7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the Oneida County Office for the Aging and Continuing Care. The Applicant will maintain and submit all supporting documentation for all vouchers.
8. The Applicant agrees to comply with all Office for the Aging policies and procedures related to contributions made by or on behalf of the participants.
9. The Applicant assures that it will submit to the Office for the Aging and Continuing Care the necessary documentation for changes, additions, or deletions to this RFP.

PROGRAM SERVICE PLAN NARRATIVE

The Ava Dorfman Senior Citizens Center has a long history of service delivery to seniors in the Rome area.

With the support of the Oneida County Office for the Aging, Senior Network Health, Visiting Nurses, Community Donations and Memorial Funds, the Ava Dorfman Senior Center provides a crucial link between older persons and the essential services needed to remain independent for as long as possible.

The service history of the Dorfman Center began in 1961 when the Common Council of Rome, NY designated the Senior Citizens Council of Rome as the agency to operate and maintain a municipal program for the aging in Rome. This involves providing services open to all persons in Rome area, 60 years of age and over, without regard to race, religion or natural origin. In 1971 the Senior Citizens Council built the Ava Dorfman Senior Citizens Civic Center as a means to provide services, which would enable seniors to remain independent and live meaningful lives.

Programs and services have greatly expanded since the Center's inception. The Center was designated as a congregate meal site in 1974, and continues the noontime nutrition program in conjunction with Oneida County Office for the Aging.

In 1992 the Center realized the long term goal of opening a much needed Adult Day Care Service program. It is with the commitment with the Senior Citizens Council, the dedicated staff of the Dorfman Center and the fiscal support from the Office of the Aging that we will continue to enhance life for seniors of the community.

There is an increased demand for Social Adult Day Care Services as a result of people living longer and family caregivers working longer. The Ava Dorfman Senior Center requests continued support from Oneida County Office of the Aging to continue to meet the needs of local residents through Social Adult Day Care Services.

1. PROGRAM/SERVICE PLAN

The Ava Dorfman Senior Center proposes to provide 20 individuals with in a six hour per day 2 day per week Social Adult Day Care Program, at a rate of \$12. per unit, or \$149,760 per year.

The target population for the Social Adult Day Program includes Oneida County residents who are age 65 and older with an emphasis on older individuals who reside in rural areas. The focus is on individuals who have an economic need, functional disability dementia/Alzheimer's Disease or related disorders such as neurological and organic brain dysfunction. We are also concerned with and strive to help the caregivers of these individuals.

Strategies for serving this population in a) above includes: continuous contact with church groups; regular communications with medical professionals regarding health and senior services; linkages with Outreach staff and contact with social workers and hospital discharge planners.

We utilize the media, partnerships with other service agencies and no or low cost means of advertising. These partnerships and means will assist staff in ensuring that goals for reaching the target population will be reached. Additional means of promoting the Adult Day Care Program are targeted toward traditionally underserved populations include contact with case Managers, flyers, brochures, agency newsletters, and information submitted to local area newspapers. (i.e. Rome Daily Sentinel Senior page)

Social Adult Day Care Services includes socialization and our morning programming which consists of conversation regarding what participants did last night or over the weekend, discussion of news or current events, opinions on such events, outside activities, trivia, memory stimulation and more. This and all activities are tracked on our daily activity chart.

Supervision is given for such things as maintaining daily attendance and living skills. (To include bathroom trips, medication reminders, reminders of daily pick up times especially in the event of an appointment or visit from case manager or other service provider. As well as proper personal care needs and assistance with eating skills, etc..)

Initial Care Planning is achieved through the Program Director speaking with the participant and care giver not only at the time of assessment but throughout the participants' time in our program. These conversations include needs and goals which will be tracked in the care plan and in progress notes. This information can be discussed and shared with the caregiver and the case manager.

Personal Care Skills are addressed at assessment and throughout all encounters with the participant and the care giver. All aspects of personal care is addressed continually and is monitored in the progress notes as well as the care plan when appropriate.

Physical Environment and Safety is continually addressed especially in new situations. Verbal cues, discussion and role playing where appropriate. Reminders are also given and these are monitored in progress notes and monthly reports.

Nutrition is provided through snacks and meals made here at the center by our cook on staff. We are a part of the CACFP who not only monitor and approve our menus but also reimburse us depending on the number of participants we serve and their income eligibility. We do discuss and have activities based on healthy eating. We also incorporate "Baker's Club" (a cooking activity at least once a week) Menus are tracked through CACFP monthly reports, and cooking activities are reflected on our activity calendar.

Transportation is provided where available. Care givers also provide transportation for other participants. Assistance is given to all needing it through both program staff and our local bussing services.

Documentation of Competency in Content Areas is tracked through care plans and progress notes. Informal evaluations are ongoing by the Director's observation and by staff reports to director.

Alzheimer's disease and related disorders are discussed and training provided to staff throughout the year.

Low Income Individuals are monitored and referrals are made where necessary. Outreach Services and Case managers are notified as needed.

Maintenance and enhancement of daily living skills are observed and changes are noted in progress notes as well as relied to care givers. Baselines are reported at assessment and followed up daily in program. Daily reminders are given when necessary and changes are noted and reported when needed. DLS changes are noted in progress notes.

Assistance is available to caregivers daily. Staff is available through notes, phone calls and in person. Often times an extra day of respite is given through the director by either contacting the OFA case manager or by offering assistance with a sliding scale fee.

Case Coordination and Assistance is given through networking with the appropriate individuals. This would also be monitored through progress notes.

Coordination of services with other agencies serving the community based on needs is ongoing.

2. STAFFING PATTERN, TRAINING AND SUPERVISION

Executive Director has the administrative responsibility for the total program and staff of both the center and the day program.

Program Director is responsible for the day to day operations of the program, performs administrative and direct programming duties, supervises all program staff and volunteers, plans activities, menus, coordinates transportation, appropriately monitors funds, participates in meetings, conducts all assessments, oversees all of enrollment and reports to Executive Director.

Activity Assistances responsible for implementation of daily activities, report participant behaviors, inventory of program supplies etc to program director. Currently we have 1 full time and 2 part time activities aids.

TRAINING

The orientation training consists of an introduction to the agency's policies and procedures as well as a detailed introduction and training regarding the overall program. Yearly staff trainings such as CPR and First Aid are required. Also staff is trained in Understanding the World of Dementia, and CACFP.

3. MONITORING & SELF EVALUATION

1. Daily: care plans, progress notes, communication with Executive Director, morning program, staff meetings to review plan of the day.
2. As needed communication with other agencies.
3. Weekly: communication with care givers, Care Plans, progress notes and the week in review.
4. Monthly: progress notes summary, Adult Day care staff meetings, and in service trainings.
5. Quarterly reviews
6. Yearly: annual contract performance and renewal meeting (Adult Day Care Services staff, OFA, Administrative staff)
7. Annual individual staff performance evaluations

The program will conduct a self-evaluation using the following criteria:

1. Feedback from participants/caregivers
2. Determining whether participants are reaching goals
3. Daily and weekly status of individuals
4. Input from physicians
5. Input from other service agencies involved

4. PROGRAMS/SERVICE EFFICIENCIES

The Ava Dorfman Center is fortunate to have on-going community support. Donations are aggressively sought by program staff to keep the program costs to a minimum. Family caregivers, community members, and local businesses continue to recognize the importance and benefits of the Social Model Day Program and are generous in contributing monetary donations throughout the year.

Fundraisers are held year round to help support programs. These events include: annual cookie run, monthly breakfasts, Silent Auction, etc .Some program participants pay privately to attend the program. We also have a donation made to us by the United Way that acts as a sliding scale for participants requiring extra days in program.

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

Attached

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care is the single point of entry for individuals requiring services. As a designated Area Agency on Aging, Oneida County Office for the Aging and Continuing Care serves an active caseload of approximately 2,000 clients; each with one or more in-home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both Oneida County Office for the Aging and Continuing Care direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. The selected provider of community based aging services will be responsible for receiving referrals and supplying in-home visits, psycho-social, needs assessments, information and assistance, care planning and case assistance. The selected provider will also make the necessary referrals to needed services and brokerage case management with regular reassessment of client status.

Mission Statement

Serve as **lead agency** for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide **access** to programs and services that will meet the need of vulnerable individuals
Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve **positive outcomes** for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek **non-traditional sources of funding to enhance** services and programs in the community.

Program Descriptions

A. Consumer Intake/Screening/Information and Assistance (NY Connects):

Calls received and referrals are taken by NYCONNECTS Long Term Care Specialists. Information, assistance, intake/prescreening is performed by NYCONNECTS staff. Assignment of referrals to Oneida County Office for the Aging and Continuing Care geographic teams for home visits, when needed, is also part of the Intake Process.

Oneida County Office for Aging and Continuing Care is part of a statewide initiative known as NYCONNECTS. It is part of a statewide system of access to information. Office for the Aging and Continuing Care has always been a point of contact for seniors and disabled persons, regardless of income for information on benefits and services. This expanded concept now charges Oneida County Office for Aging and Continuing Care to reach out to the families and individuals who may be in need of long term care services to promote a greater level of self direction.

Current Staffing:

One (1) full-time Senior Program Coordinator
One (1) full-time Long Term Care Specialist
Three (3) full-time Long Term Care Associates

B. Case Management:

Home-visits are provided by Registered Nurses and case managers Psycho-social, needs assessments, information and assistance, care planning - case assistance, referrals to needed services and brokerage case management, regular reassessment of client status.

- a.) The selected provider will be responsible for receiving referrals, providing in home visits, psychosocial needs assessments, information and assistance, care planning and care assistance.
- b.) The provider will be required to make necessary referrals to needed services and provide brokerage case assistance with regular reassessment of client status.
- c.) The selected provider's staff are located within the geographic teams at the Oneida County Office for the Aging and Continuing Care office
- d.) Oneida County Office for the Aging and Continuing Care case management supervisors assign case needs and supervise activities of provider's staff.
- e.) The selected provider is expected to employ qualified, experienced personnel in order to provide quality customer services to frail elderly, disabled at-risk rural elderly and urban minority individuals.
- f.) The provider will employ individuals who are familiar with Oneida County Office for the Aging and Continuing Care aging services.
- g.) An approximate client caseload of 1,000 will be served by the selected provider.

Service Area:

County of Oneida-Geographic location assigned by Oneida County Office for the Aging and Continuing Care designated supervisor.

Current Staffing:

The selected provider will maintain the following current staffed positions:

Twelve (12) full-time Case Managers
Two (2) full-time Program Coordinators
Six (6) full-time Case Aides
Two (2) part-time Case Aides
One (1) full time Elder-Abuse Program Coordinator
One (1) full-time Community Service Program Coordinator
One (1) full-time Case Management Supervisor
Two (2) full-time HIICAP Counselors
One (1) part-time HIICAP Counselor
One (1) full-time Program Administrative Assistant.

Other: Provider responsible to allow for payroll / human resource functions, travel reimbursement and training. Oneida County Office for the Aging and Continuing Care designee to provide supervision and technical assistance. Administrative fee will be based on a percentage of each salary; subcontractors may provide match

C. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervision and monitoring of personal care and nutrition. Participants attend on an average of one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

D. Volunteer Transportation

Rides are provided by volunteers for individuals needing transportation and escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

E. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord tenant issues.

F. Senior Evidenced-Based Health Promotion Program:

Health education and preventive activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

G. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

H. Health Insurance, Information, Counseling and Assistance:

Counseling and information assistance for Medicare, Medicaid, Medigap and Long Term Care Insurance, and other health insurance coverage. HIICAP provides training for Oneida County Office for the Aging and Continuing Care case management staff to better assist their clients. Public presentations and education for Medicare beneficiaries are also provided through HIICAP. This program also recruits and trains volunteer counselors to perform HIICAP services.

Service Area:

County of Oneida-Geographic location assigned by Oneida County Office for the Aging and Continuing Care designated supervisor.

Current Staffing:

One (1) full-time Program Coordinator
One (1) full-time HIICAP Counselor
One (1) part-time HIICAP Counselor

I. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

ONEIDA COUNTY OFFICE FOR THE AGING
PROPOSED BUDGET REQUEST

Contractor Name: Senior Citizens Council of Rome NY Inc.
 Address: 305 East Locust Street
Rome NY 13440
 Phone: (315) 337-8230
 Prepared by: _____
 Contract Period: _____

PROGRAM / SERVICE:
Aging Services Contract
RFP #2015-159

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	178,645	50,139	82,478
2. FRINGE BENEFITS	13,666	3,836	9,830
3. CONSULTANTS	0	0	0
4. EQUIPMENT	1,273	636	637
5. TRAVEL	0	0	0
6. RENT	0	0	0
7. COMMUNICATIONS	3,385	3,385	0
8. PRINTING/SUPPLIES	742	742	0
9. OTHER EXPENSES	46,569	23,285	23,284
10. SUBCONTRACTS	6,400	3,200	3,200
11. TOTAL BUDGET	\$250,680	\$85,223	\$119,429
12. ANTICIPATED INCOME	111,500		
NET TOTAL (11 LESS 12)	-139,180	85,223	119,429
13. OFA GRANT	56,500		
14. PROVIDER FUNDS			
15. UNITS	4,708		
UNIT COST FOR THE GRANT			

Contract Period: _____

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
April Smith						
Title: Senior Day						
Coordinator	\$29,406	50%	\$14,703	50%		\$14,703
Melinda Allen						
Title: Program Assistant						
	\$14,040					\$15,385
Bridget Riley						
Title: Program Assistant						
	\$18,525	20%	\$3,705	80%		\$14,820
Donna Kimball						
Title: Program Assistant						
	\$9,100					\$9,100
Lindsey Bullock						
Title: Program Assistant						
	\$13,650					\$13,650
Angelica DiPalo						
Title: Cook						
	\$14,820					\$14,820
Tiffany Martin						
Title: Executive Director						
	\$40,000	50%	\$20,000			
Barbara Belmont						
Title: Administrative						
Assistant	\$22,776	30%	\$6,833			
Linda Zimmerman						
Title: Finance Officer						
	\$16,328	30%	\$4,898			
TOTAL PERSONNEL	\$178,645	10%	\$50,139	100%		\$82,478

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: _____

2. FRINGE BENEFITS:

Composite Percentage: 7.65%

TOTAL \$13,666

3. Consultants:

Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session	Amount
Name: _____				
Title: _____				
Name: _____				
Title: _____				
TOTAL				\$1,713

4. Equipment: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)

Item And Description (Unit Cost of \$300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program
copier			\$4,200	1,273

Briefly describe equipment items with a unit cost of less than \$300.

TOTAL \$1,273

4. Travel (Staff)

Mileage _____ @ _____ per mile
 Tolls & Parking _____ for #DIV/0! Miles
 Public Transportation _____
 Volunteer Mileage _____

NOTE: See "Other Expenses" for Conference Services & Training. TOTAL \$0

Contractor: Senior Citizens Council of Rome NY Inc.

Contract Period: _____

6. Rent: (Include information below for rental property. Also include maintainance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.

1. Location:		Owner:		
Square footage: @ _____	_____	per sq. ft.	in-kind []	
Monthly Rental _____	_____	x 12 = _____		
Utilities _____		Janitorial Services _____		
Maintainance-in-lieu of rent _____				
2. Location:		Owner:		
Square footage: @ _____	_____	per sq. ft.	in-kind []	
Monthly Rental _____	_____	x 12 = _____		
Utilities _____		Janitorial Services _____		
Maintainance-in-lieu of rent _____				
3. Location:		Owner:		
Square footage: @ _____	_____	per sq. ft.	in-kind []	
Monthly Rental _____	_____	x 12 = _____		
Utilities _____		Janitorial Services _____		
Maintainance-in-lieu of rent _____				
				TOTAL

7. Communications

Used for program's use only

	Telephone	Fax	Modem
Number of lines	1		1
Average charge per month	\$ \$99	\$	\$ 37
Telecommunications:	\$ \$1,614		
Postage: (general mailing)	\$ \$182		Number of pieces: 370
Postage: (bulk mailing)	\$		Number of mailings: _____
Advertising/Marketing	\$ \$1,589		
			TOTAL \$3,385

8. Printing and Supplies:

Be specific in listing printing and pupply needs used by the program only.

Printing: (description of item)	Quantity	Total Cost
Program Brochures, Flyers, Posters	1500	\$742
Marketing Material	_____	_____
(for Strong Bones & Fall Prevention)	_____	_____
Printing	_____	_____
Supplies: (used only for the program)		
Program supplies	_____	_____
(markers,easels,notebooks, folders	_____	_____
Bi-folds, pamphlets,)	_____	_____
_____	_____	_____
_____	_____	_____
		TOTAL \$742

Contract Period: _____

9. Other Expenses: (List specific items and costs.)

Insurance	\$6,826	Medical Exams	\$
Bonding	\$	Photocopying	
Equip, Maint. & Repair	\$6,400	Rubbish Removal	\$
Vehicle Maint. & Repair	\$	Data Processing	\$
Conferences, Seminars & Training	\$400	Other (specify below):	
Membership & Subscriptions	\$500	Transportation	\$19,000
Audit	\$2,775	Utilities	\$10,668
TOTAL			\$46,569

10. Subcontractors: (List each contract and cost; attach subcontractor budget necessary.)

Name	Cost	
Cindy Legwaila (music therapist)	\$6,400	
	\$	
	\$	
TOTAL		\$6,400

12. Anticipated Income:

A. Source	Amount	
1) Donations-Contributions		
2) Private Pay Fee	47,000	
3) Senior Network Health	30,000	
4) United Way	24,500	
5) CACFP	10,000	
B. Total Income(lines 1-6)	\$111,500	
C. Less Income used as matching funds		
TOTAL (3 minus 4)		\$0

13. OFA Funds Requested:

TOTAL	
--------------	--

14. Provider Funds:

Source:	Amount	
Executive Director -		
	\$	
	\$	
	\$	
Plus: Income used as Matching funds(item 12C)		
TOTAL		



REQUEST FOR PROPOSAL (RFP)

**Aging Services Contract – RFP #2015-159
Oneida County Office for the Aging and Continuing Care**

July 6, 2015

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- ◆ Cover Page
- ◆ Standard Assurances
- ◆ Program/Service Narrative/Outcomes
- ◆ Proposed Budget

Submit completed application to: Michael J. Romano
Director
Oneida County Office for the Aging
and Continuing Care
120 Airline Street – Suite 201
Oriskany, New York 12434

Agency Name: Ava Dorfman Senior Center

Address: 305 E Locust

City/State/Zip Code: Rome, NY 13440

Contact Person: Tiffany Martin Telephone: (315) 337-8230

Federal Employer Identification Number 16-6053004

Service Area: Rome/Camden-surrounding areas

Past Performance Data: (If applicable) _____

Number of individuals served in previous year: 41 Cost per individual: \$ _____

Proposed services according to CAARS definitions:

Service Category	Units of Activity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the **Oneida County Office for the Aging and Continuing Care (The "COUNTY")** to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
2. The **COUNTY** reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offer or;
3. The **COUNTY** reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the Office of third parties with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the conduct of the program/service approved;
6. The grant may be terminated in whole, or in part, by the **COUNTY**. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the **COUNTY**. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the **COUNTY** for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration on Aging, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this Request for Proposal (RFP) and certifies that the contents are true and correct. The applicant has read the Standard Assurance (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____

(Signature of person authorized to enter into an agreement)

Date: _____

8/24/15

Tiffany Martin--- Executive Director

(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and Local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

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

2. The Office for the Aging and Continuing Care has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.
3. The Applicant will formally enter into written contract with Oneida County and the Office for the Aging and Continuing Care in accordance with Federal, State and Local statutes, regulations and standards.
4. The Applicant shall obtain and submit to the Oneida County Office for the Aging and Continuing Care written agreements existing between the Applicant and any subcontractor, other service provider(s), who is providing support to this RFP.
5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.
6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.
7. The Applicant agrees to carry out contractual agreement(s), Office for the Aging and Continuing Care programs, in the Applicant's Service Area as detailed in this RFP.
8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.
9. The Applicant agrees to:
 - (a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation;
 - (b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.
 - (c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;
 - (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
 - (e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.
 - (f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;
 - (g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.

10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the Office for the Aging and Continuing Care may provide or arrange for the provision of services, to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.
11. The Applicant agrees to comply with all reporting requirements as set forth by the Oneida County Office for the Aging and Continuing Care and agrees to attend required training programs as specified by the Office for the Aging and Continuing Care.
12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.
13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.
14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislators Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and Local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.
2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.
3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the Office for the Aging and Continuing Care, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.
4. The Office for the Aging and Continuing Care shall provide technical assistance to all contractors as requested. The Office for the Aging shall monitor and assess all contractors. The Office for the Aging will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.
5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the Oneida County Office for the Aging and Continuing Care. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Office for the Aging and Continuing Care and the nature and amount of all expenditures claimed against such funds.
6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the Office, and await Office for the Aging's approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the Office before these costs will be reimbursed.
7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the Oneida County Office for the Aging and Continuing Care. The Applicant will maintain and submit all supporting documentation for all vouchers.
8. The Applicant agrees to comply with all Office for the Aging policies and procedures related to contributions made by or on behalf of the participants.
9. The Applicant assures that it will submit to the Office for the Aging and Continuing Care the necessary documentation for changes, additions, or deletions to this RFP.

PROGRAM SERVICE PLAN NARRATIVE

The Ava Dorfman Senior Citizens Center has a long history of service delivery to seniors in the Rome area.

With the support of the Oneida County Office for the Aging, Senior Network Health, Visiting Nurses, Community Donations and Memorial Funds, the Ava Dorfman Senior Center provides a crucial link between older persons and the essential services needed to remain independent for as long as possible.

The service history of the Dorfman Center began in 1961 when the Common Council of Rome, NY designated the Senior Citizens Council of Rome as the agency to operate and maintain a municipal program for the aging in Rome. This involves providing services open to all persons in Rome area, 60 years of age and over, without regard to race, religion or natural origin. In 1971 the Senior Citizens Council built the Ava Dorfman Senior Citizens Civic Center as a means to provide services, which would enable seniors to remain independent and live meaningful lives.

Programs and services have greatly expanded since the Center's inception. The Center was designated as a congregate meal site in 1974, and continues the noontime nutrition program in conjunction with Oneida County Office for the Aging.

In 1992 the Center realized the long term goal of opening a much needed Adult Day Care Service program. It is with the commitment with the Senior Citizens Council, the dedicated staff of the Dorfman Center and the fiscal support from the Office of the Aging that we will continue to enhance life for seniors of the community.

There is an increased demand for Social Adult Day Care Services as a result of people living longer and family caregivers working longer. The Ava Dorfman Senior Center requests continued support from Oneida County Office of the Aging to continue to meet the needs of local residents through Social Adult Day Care Services.

1. PROGRAM/SERVICE PLAN

The Ava Dorfman Senior Center proposes to provide 20 individuals with in a six hour per day 2 day per week Social Adult Day Care Program, at a rate of \$12. per unit, or \$149,760 per year.

The target population for the Social Adult Day Program includes Oneida County residents who are age 65 and older with an emphasis on older individuals who reside in rural areas. The focus is on individuals who have an economic need, functional disability dementia/Alzheimer's Disease or related disorders such as neurological and organic brain dysfunction. We are also concerned with and strive to help the caregivers of these individuals.

Strategies for serving this population in a) above includes: continuous contact with church groups; regular communications with medical professionals regarding health and senior services; linkages with Outreach staff and contact with social workers and hospital discharge planners.

We utilize the media, partnerships with other service agencies and no or low cost means of advertising. These partnerships and means will assist staff in ensuring that goals for reaching the target population will be reached. Additional means of promoting the Adult Day Care Program are targeted toward traditionally underserved populations include contact with case Managers, flyers, brochures, agency newsletters, and information submitted to local area newspapers. (i.e. Rome Daily Sentinel Senior page)

Social Adult Care Services includes socialization and our morning programming which consists of conversation regarding what participants did last night or over the weekend, discussion of news or current events, opinions on such events, outside activities, trivia, memory stimulation and more. This and all activities are tracked on our daily activity chart.

Supervision is given for such things as maintaining daily attendance and living skills. (To include bathroom trips, medication reminders, reminders of daily pick up times especially in the event of an appointment or visit from case manager or other service provider. As well as proper personal care needs and assistance with eating skills, etc..)

Initial Care Planning is achieved through the Program Director speaking with the participant and care giver not only at the time of assessment but throughout the participants' time in our program. These conversations include needs and goals which will be tracked in the care plan and in progress notes. This information can be discussed and shared with the caregiver and the case manager.

Personal Care Skills are addressed at assessment and throughout all encounters with the participant and the care giver. All aspects of personal care is addressed continually and is monitored in the progress notes as well as the care plan when appropriate.

Physical Environment and Safety is continually addressed especially in new situations. Verbal cues, discussion and role playing where appropriate. Reminders are also given and these are monitored in progress notes and monthly reports.

Nutrition is provided through snacks and meals made here at the center by our cook on staff. We are a part of the CACFP who not only monitor and approve our menus but also reimburse us depending on the number of participants we serve and their income eligibility. We do discuss and have activities based on healthy eating. We also incorporate "Baker's Club" (a cooking activity at least once a week) Menus are tracked through CACFP monthly reports, and cooking activities are reflected on our activity calendar.

Transportation is provided where available. Care givers also provide transportation for other participants. Assistance is given to all needing it through both program staff and our local bussing services.

Documentation of Competency in Content Areas is tracked through care plans and progress notes. Informal evaluations are ongoing by the Director's observation and by staff reports to director.

Alzheimer's disease and related disorders are discussed and training provided to staff throughout the year.

Low Income Individuals are monitored and referrals are made where necessary. Outreach Services and Case managers are notified as needed.

Maintenance and enhancement of daily living skills are observed and changes are noted in progress notes as well as relied to care givers. Baselines are reported at assessment and followed up daily in program. Daily reminders are given when necessary and changes are noted and reported when needed. DLS changes are noted in progress notes.

Assistance is available to caregivers daily. Staff is available through notes, phone calls and in person. Often times an extra day of respite is given through the director by either contacting the OFA case manager or by offering assistance with a sliding scale fee.

Case Coordination and Assistance is given through networking with the appropriate individuals. This would also be monitored through progress notes.

Coordination of services with other agencies serving the community based on needs is ongoing.

2. STAFFING PATTERN, TRAINING AND SUPERVISION

Executive Director has the administrative responsibility for the total program and staff of both the center and the day program.

Program Director is responsible for the day to day operations of the program, performs administrative and direct programming duties, supervises all program staff and volunteers, plans activities, menus, coordinates transportation, appropriately monitors funds, participates in meetings, conducts all assessments, oversees all of enrollment and reports to Executive Director.

Activity Assistances responsible for implementation of daily activities, report participant behaviors, inventory of program supplies etc to program director. Currently we have 1 full time and 2 part time activities aids.

TRAINING

The orientation training consists of an introduction to the agency's policies and procedures as well as a detailed introduction and training regarding the overall program. Yearly staff trainings such as CPR and First Aid are required. Also staff is trained in Understanding the World of Dementia, and CACFP.

3. MONITORING & SELF EVALUATION

1. Daily: care plans, progress notes, communication with Executive Director, morning program, staff meetings to review plan of the day.
2. As needed communication with other agencies.
3. Weekly: communication with care givers, Care Plans, progress notes and the week in review.
4. Monthly: progress notes summary, Adult Day care staff meetings, and in service trainings.
5. Quarterly reviews
6. Yearly: annual contract performance and renewal meeting (Adult Day Care Services staff, OFA, Administrative staff)
7. Annual individual staff performance evaluations

The program will conduct a self-evaluation using the following criteria:

1. Feedback from participants/caregivers
2. Determining whether participants are reaching goals
3. Daily and weekly status of individuals
4. Input from physicians
5. Input from other service agencies involved

4. PROGRAMS/SERVICE EFFICIENCIES

The Ava Dorfman Center is fortunate to have on-going community support. Donations are aggressively sought by program staff to keep the program costs to a minimum. Family caregivers, community members, and local businesses continue to recognize the importance and benefits of the Social Model Day Program and are generous in contributing monetary donations throughout the year.

Fundraisers are held year round to help support programs. These events include: annual cookie run, monthly breakfasts, Silent Auction, etc .Some program participants pay privately to attend the program. We also have a donation made to us by the United Way that acts as a sliding scale for participants requiring extra days in program.

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

Attached

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DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care is the single point of entry for individuals requiring services. As a designated Area Agency on Aging, Oneida County Office for the Aging and Continuing Care serves an active caseload of approximately 2,000 clients; each with one or more in-home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both Oneida County Office for the Aging and Continuing Care direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. The selected provider of community based aging services will be responsible for receiving referrals and supplying in-home visits, psycho-social, needs assessments, information and assistance, care planning and case assistance. The selected provider will also make the necessary referrals to needed services and brokerage case management with regular reassessment of client status.

Mission Statement

Serve as **lead agency** for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide **access** to programs and services that will meet the need of vulnerable individuals
Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve **positive outcomes** for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek **non-traditional sources of funding** to enhance services and programs in the community.

Program Descriptions

A. Consumer Intake/Screening/Information and Assistance (NY Connects):

Calls received and referrals are taken by NYCONNECTS Long Term Care Specialists. Information, assistance, intake/prescreening is performed by NYCONNECTS staff. Assignment of referrals to Oneida County Office for the Aging and Continuing Care geographic teams for home visits, when needed, is also part of the Intake Process.

Oneida County Office for Aging and Continuing Care is part of a statewide initiative known as NYCONNECTS. It is part of a statewide system of access to information. Office for the Aging and Continuing Care has always been a point of contact for seniors and disabled persons, regardless of income for information on benefits and services. This expanded concept now charges Oneida County Office for Aging and Continuing Care to reach out to the families and individuals who may be in need of long term care services to promote a greater level of self direction.

Current Staffing:

One (1) full-time Senior Program Coordinator
One (1) full-time Long Term Care Specialist
Three (3) full-time Long Term Care Associates

B. Case Management:

Home-visits are provided by Registered Nurses and case managers. Psycho-social, needs assessments, information and assistance, care planning - case assistance, referrals to needed services and brokerage case management, regular reassessment of client status.

- a.) The selected provider will be responsible for receiving referrals, providing in home visits, psychosocial needs assessments, information and assistance, care planning and care assistance.
- b.) The provider will be required to make necessary referrals to needed services and provide brokerage case assistance with regular reassessment of client status.
- c.) The selected provider's staff are located within the geographic teams at the Oneida County Office for the Aging and Continuing Care office
- d.) Oneida County Office for the Aging and Continuing Care case management supervisors assign case needs and supervise activities of provider's staff.
- e.) The selected provider is expected to employ qualified, experienced personnel in order to provide quality customer services to frail elderly, disabled at-risk rural elderly and urban minority individuals.
- f.) The provider will employ individuals who are familiar with Oneida County Office for the Aging and Continuing Care aging services.
- g.) An approximate client caseload of 1,000 will be served by the selected provider.

Service Area:

County of Oneida-Geographic location assigned by Oneida County Office for the Aging and Continuing Care designated supervisor.

Current Staffing:

The selected provider will maintain the following current staffed positions:

Twelve (12) full-time Case Managers
Two (2) full-time Program Coordinators
Six (6) full-time Case Aides
Two (2) part-time Case Aides
One (1) full time Elder-Abuse Program Coordinator
One (1) full-time Community Service Program Coordinator
One (1) full-time Case Management Supervisor
Two (2) full-time HIICAP Counselors
One (1) part-time HIICAP Counselor
One (1) full-time Program Administrative Assistant.

Other: Provider responsible to allow for payroll / human resource functions, travel reimbursement and training. Oneida County Office for the Aging and Continuing Care designee to provide supervision and technical assistance. Administrative fee will be based on a percentage of each salary; subcontractors may provide match

C. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervision and monitoring of personal care and nutrition. Participants attend on an average of one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

D. Volunteer Transportation

Rides are provided by volunteers for individuals needing transportation and escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

E. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord tenant issues.

F. Senior Evidenced-Based Health Promotion Program:

Health education and preventive activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

G. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

H. Health Insurance, Information, Counseling and Assistance:

Counseling and information assistance for Medicare, Medicaid, Medigap and Long Term Care Insurance, and other health insurance coverage. HIICAP provides training for Oneida County Office for the Aging and Continuing Care case management staff to better assist their clients. Public presentations and education for Medicare beneficiaries are also provided through HIICAP. This program also recruits and trains volunteer counselors to perform HIICAP services.

Service Area:

County of Oneida-Geographic location assigned by Oneida County Office for the Aging and Continuing Care designated supervisor.

Current Staffing:

One (1) full-time Program Coordinator
One (1) full-time HIICAP Counselor
One (1) part-time HIICAP Counselor

I. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

ONEIDA COUNTY OFFICE FOR THE AGING
PROPOSED BUDGET REQUEST

Contractor Name: Senior Citizens Council of Rome NY Inc.
 Address: 305 East Locust Street
Rome NY 13440
 Phone: (315) 337-8230
 Prepared by: _____
 Contract Period: _____

PROGRAM / SERVICE:
Aging Services Contract
RFP #2015-159

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	178,645	50,139	82,478
2. FRINGE BENEFITS	13,666	3,836	9,830
3. CONSULTANTS	0	0	0
4. EQUIPMENT	1,273	636	637
5. TRAVEL	0	0	0
6. RENT	0	0	0
7. COMMUNICATIONS	3,385	3,385	0
8. PRINTING/SUPPLIES	742	742	0
9. OTHER EXPENSES	46,569	23,285	23,284
10. SUBCONTRACTS	6,400	3,200	3,200
11. TOTAL BUDGET	\$250,680	\$85,223	\$119,429
12. ANTICIPATED INCOME	111,500		
NET TOTAL (11 LESS 12)	-139,180	85,223	119,429
13. OFA GRANT	56,500		
14. PROVIDER FUNDS			
15. UNITS	4,708		
UNIT COST FOR THE GRANT			

Contract Period: _____

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
April Smith						
Title: Senior Day						
Coordinator	\$29,406	50%	\$14,703	50%		\$14,703
Melinda Allen						
Title: Program Assistant						
	\$14,040					\$15,385
Bridget Riley						
Title: Program Assistant						
	\$18,525	20%	\$3,705	80%		\$14,820
Donna Kimball						
Title: Program Assistant						
	\$9,100					\$9,100
Lindsey Bullock						
Title: Program Assistant						
	\$13,650					\$13,650
Angelica DiPalo						
Title: Cook						
	\$14,820					\$14,820
Tiffany Martin						
Title: Executive Director						
	\$40,000	50%	\$20,000			
Barbara Belmont						
Title: Administrative						
Assistant	\$22,776	30%	\$6,833			
Linda Zimmerman						
Title: Finance Officer						
	\$16,328	30%	\$4,898			
TOTAL PERSONNEL	\$178,645	10%	\$50,139	100%		\$82,478

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: _____

2. FRINGE BENEFITS:

Composite Percentage: 7.65%

TOTAL \$13,666

3. Consultants:

Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session	Amount
Name: _____				
Title: _____				
Name: _____				
Title: _____				
TOTAL				\$1,713

4. Equipment: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)

Item And Description (Unit Cost of \$300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program
copier			\$4,200	1,273

Briefly describe equipment items with a unit cost of less than \$300.

TOTAL \$1,273

4. Travel (Staff)

Mileage _____ @ _____ per mile
 Tolls & Parking _____ for #DIV/0! Miles
 Public Transportation _____
 Volunteer Mileage _____

Contractor: Senior Citizens Council of Rome NY Inc.

Contract Period: _____

6. Rent: (Include information below for rental property. Also include maintainance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.

1. Location:		Owner:	
Square footage: @ _____	_____	per sq. ft.	in-kind []
Monthly Rental _____	_____	x 12 = _____	
Utilities _____	_____	Janitorial Services _____	
Maintainance-in-lieu of rent _____	_____		
2. Location:		Owner:	
Square footage: @ _____	_____	per sq. ft.	in-kind []
Monthly Rental _____	_____	x 12 = _____	
Utilities _____	_____	Janitorial Services _____	
Maintainance-in-lieu of rent _____	_____		
3. Location:		Owner:	
Square footage: @ _____	_____	per sq. ft.	in-kind []
Monthly Rental _____	_____	x 12 = _____	
Utilities _____	_____	Janitorial Services _____	
Maintainance-in-lieu of rent _____	_____		
			TOTAL

7. Communications

Used for program's use only

	Telephone	Fax	Modem
Number of lines	1		1
Average charge per month	\$ 99	\$	\$ 37
Telecommunications:	\$ 1,614		
Postage: (general mailing)	\$ 182	Number of pieces: 370	
Postage: (bulk mailing)	\$	Number of mailings: _____	
Advertising/Marketing	\$ 1,589		
			TOTAL \$3,385

8. Printing and Supplies:

Be specific in listing printing and pupply needs used by the program only.

Printing: (description of item)	Quantity	Total Cost
Program Brochures, Flyers, Posters	1500	\$742
Marketing Material		
(for Strong Bones & Fall Prevention)		
Printing		
Supplies: (used only for the program)		
Program supplies		
(markers, easels, notebooks, folders		
Bi-folds, pamphlets,)		
		TOTAL \$742

Contract Period: _____

9. Other Expenses: (List specific items and costs.)

Insurance	\$6,826	Medical Exams	\$		
Bonding	\$	Photocopying			
Equip, Maint. & Repair	\$6,400	Rubbish Removal	\$		
Vehicle Maint. & Repair	\$	Data Processing	\$		
Conferences, Seminars & Training	\$400	Other (specify below):			
Membership & Subscriptions	\$500	Transportation	\$19,000		
Audit	\$2,775	Utilities	\$10,668		
			TOTAL		\$46,569

10. Subcontractors: (List each contract and cost; attach subcontractor budget necessary.)

Name	Cost		
Cindy Legwaila (music therapist)	\$6,400		
	\$		
	\$		
	\$		
		TOTAL	\$6,400

12. Anticipated Income:

A. Source	Amount		
1) Donations-Contributions			
2) Private Pay Fee	47,000		
3) Senior Network Health	30,000		
4) United Way	24,500		
5) CACFP	10,000		
B. Total Income(lines 1-6)	\$111,500		
C. Less Income used as matching funds			
		TOTAL (3 minus 4)	\$0

13. OFA Funds Requested:

TOTAL	

14. Provider Funds:

Source:	Amount		
Executive Director -			
	\$		
	\$		
	\$		
Plus: Income used as Matching funds(item 12C)			
		TOTAL	



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@ocgov.net

October 5, 2017

FN 20 17388

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

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

Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

Date 11/3/17

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following contract amendment between U.S. Care Systems, Inc., and the Oneida County Office for the Aging and Continuing Care. If this agreement meets with your approval, please forward to the Board of Legislators for further consideration.

This purpose of this amendment is to increase the hourly reimbursement rate for Personal Care Aide (PCA) Levels 1 and 2. The new PCA Level 1 rate will be \$18.45 per hour and PCA Level 2 rate will be \$19.10. This amendment commences October 1, 2017 and terminates March 31, 2018.

Please feel free to contact this office, should you have any questions regarding this amendment.

Sincerely,

Michael J. Romano
Director

MJR/jc

Enclosure



Oneida Co. Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

U.S. Care Systems Inc.
2416 Genesee Street
Utica, NY 13502

Title of Activity or Service:

Home Health Care Agency (Personal Care Services)

Proposed Dates of Operation:

October 1, 2017 through March 31, 2018

Client Population/Number to be Served:

Approximately 59 individuals, age 60 or above

Summary Statements:

1) Narrative Description of Proposed Services

To provide non-medical homemaker/personal care services to Oneida County residents, age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e. bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e. housekeeping, shopping, and preparing meals).

2) Program/Service Objectives and Outcomes:

- To provide personal care services to frail, disabled or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level 1) include:
 - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for clients, laundering, transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
 - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance toileting, preparation of meals, feeding and administering medications.

3) Program Design and Staffing

Personal Care Workers will provide a variety of services that include physically assisting clients with medical needs. Homemaker/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the clients' home to ensure the client's satisfaction with their services.

Total Funding Requested:

\$238,700.00

Account #: A6774.495.99

Oneida County Dept. Funding Recommendation: \$238,700.00

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

Federal: 0% (\$0) State: 75% (\$179,025.00) County: 25% (\$59,675.00)

Cost Per Client Served:

\$18.45 per hour for housekeeper/chore workers (PCA Level I)

\$19.10 per hour for homemaker/personal care worker (PCA Level II)

Past Performance Data:

Current provider of personal care services for OFA EISEP clients.

O.C. Department Staff Comments:

Amendment to increase the rate of PCA Level I and 2 to commence on October 1, 2017. The termination date and total contract amount will remain the same as the original contract.

AMENDMENT

THIS AMENDMENT is by and between **U.S. CARE SYSTEMS INC.**, a domestic business corporation organized and existing under the laws of the State of New York, located at 2614 Genesee Street, Utica, New York 13502, hereinafter known as the **"CONTRACTOR,"** and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter known as the **"COUNTY,"** collectively, the **"PARTIES."**

WHEREAS, the **PARTIES** hereto entered into an agreement that was fully executed on May 16, 2017 (**COUNTY** contract no. 14939), hereinafter referred to as the **"ORIGINAL AGREEMENT,"** a copy of which is annexed hereto as "Exhibit A," and

WHEREAS, the **PARTIES** wish to increase the hourly rates the **COUNTY** shall reimburse the **CONTRACTOR** in the **ORIGINAL AGREEMENT**;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the **PARTIES** do hereby agree as follows:

1. This Amendment shall be effective on October 1, 2017.
2. Section 4, paragraph B of the **ORIGINAL AGREEMENT** shall be amended to read as follows: The **COUNTY** agrees to reimburse the **CONTRACTOR** the rate of \$19.10 per hour for homemaker/personal care (PCA Level II), and \$18.45 per hour for housekeeper/chore (PCA Level I). A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments when the client is attending less than five (5) hours per day. The total payments for this Agreement will not exceed Two Hundred Thirty-Eight Thousand Seven Hundred Dollars (\$238,700.00).
3. All other terms of the **ORIGINAL AGREEMENT** shall remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS THEREOF, the PARTIES have hereunto set their hand on the date respectively stated.

U.S. CARE SYSTEMS INC

Christopher Emerson
Christopher Emerson, Executive Vice President

10/30/2017
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE

Michael J. Romano
Michael J. Romano, Director

11/1/17
Date

Approved:

By: _____
Maryangela Scalzo, Assistant County Attorney

Date

AGREEMENT

This Agreement, made by and between the U.S. CARE SYSTEMS, INC., a domestic business corporation organized and existing under the laws of the State of New York, located at 2614 Genesee Street, Utica, New York 13502, hereinafter referred to as the "CONTRACTOR," and the COUNTY OF ONEIDA, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 park Ave., Utica, New York 13501, by and through its department of OFFICE FOR THE AGING AND CONTINUING CARE, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter referred to as the "COUNTY," collectively, the "Parties."

WITNESSETH:

WHEREAS, the COUNTY has the primary responsibility for the overall planning and coordination of COUNTY funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSEP, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

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

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

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

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

1. TERM OF AGREEMENT

A. The terms and conditions of this Agreement shall commence April 1, 2017 and terminate March 31, 2018.

B. The COUNTY and the CONTRACTOR may negotiate this Agreement annually. Nothing herein shall be construed to indicate that the COUNTY is bound to renew this Agreement with CONTRACTOR on an annual basis, and COUNTY reserves the right to seek the same or similar services from third parties.

2. SCOPE OF SERVICES- EISEP/III-E SERVICES

A. The **CONTRACTOR** agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the **COUNTY's** EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living.

B. The **CONTRACTOR** and **COUNTY** agree that all EISEP/III-E funded homemaker/personal care (PCA Level II), housekeeper/personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the **CONTRACTOR** shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. Residents who are eligible for services shall be referred to as "clients."

D. The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

E. The **COUNTY** and **CONTRACTOR** agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

F. The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)

- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan, commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)
- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II)
- 21) assistance with changing of simple dressings. (Level II)

G. For the activities described herein, the measure of a UNIT is equal to one (1) hour of service to or on behalf of the client.

H. The **CONTRACTOR** agrees to assign a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

I. The **COUNTY** and **CONTRACTOR** agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

J. The **CONTRACTOR** understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
- 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
- 3) provide information concerning the provider agency;
- 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
- 5) conduct scheduled visits to the client's home at least every six (6) months;
- 6) conduct unscheduled visits to the client's home at least one (1) time a year;
- 7) evaluate the worker's performance of the required tasks;
- 8) provide to the worker appropriate information, consultation, instruction and demonstration as needed;
- 9) determine the extent to which client needs are appropriately and adequately being met;
- 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit; and
- 11) provide an opportunity to discuss in private with the client/authorized representative the service being provided.

K. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.

L. Any unusual incident that occurs during an agency workers' presence must be reported immediately in writing to the **COUNTY** on the specified fax form.

M. The **CONTRACTOR** agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health. Each worker shall be instructed on how to work with the elderly. Each worker shall receive an orientation, prior to delivering any in-home services.

N. Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the **CONTRACTOR's** agency; and
- 3) the rights of clients as set forth in the EISEP standards and regulations.

O. MEDICAID PROCEDURES:

1) The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

2) The **COUNTY** agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

3) The **CONTRACTOR** agrees to bill Medicaid and credit the **COUNTY** for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

4) The **COUNTY** agrees to notify the **CONTRACTOR** of client approval for Medicaid.

5) The **CONTRACTOR** shall credit the **COUNTY** for Medicaid payments received.

6) The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.

7) The **CONTRACTOR** and the **COUNTY** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

8) The **CONTRACTOR** agrees to work in cooperation with the **COUNTY** to develop a comprehensive service delivery system for the EISEP/III-E Program.

P. Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both **CONTRACTOR** and **COUNTY** staff to the Home Care Plan established for the clients.

Q. The **COUNTY** will provide the **CONTRACTOR** with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the **COUNTY** to develop the care plan according to regulations and to obtain required Physician(s) Orders related to the **COUNTY** services being provided by the **CONTRACTOR**. It is also understood that a Registered Nurse from the **COUNTY** will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment or a new Physician Orders a revised care plan needs to be developed by the **COUNTY** and a copy sent to the **CONTRACTOR** at that time.

3. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the client or client's caregiver in order to determine the location, method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the

COUNTY or create obligations on the part of the COUNTY without the prior written authorization of the COUNTY.

4. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all Parties that the COUNTY will reimburse the CONTRACTOR for EISEP/III-E Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIE grants.

B The COUNTY agrees to reimburse the CONTRACTOR the rates of \$18.50 per hour for homemaker/personal care (PCA Level II), and \$17.85 per hour for housekeeper/chore (PCA Level I). C. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed Two Hundred Thirty-Eight Thousand Seven Hundred Dollars (\$238,700.00).

D. The COUNTY funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions, attached hereto as APPENDIX C.

E. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by the COUNTY.

F. The COUNTY shall not be liable for any late fees for any interest in late payments. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State and COUNTY funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and COUNTY officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the COUNTY shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

G. The COUNTY reserves the right to withhold payment under this Agreement due to Contractor's failure to properly perform its obligations under this Agreement. The COUNTY may withhold payment for including but not limited to:

1. defective services;
2. third party claims;
3. failure of the CONTRACTOR to pay its subcontractors, if any;

4. damage to the **COUNTY**, or
5. failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

5. **TRAINING**

A. **CONTRACTOR** shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulation necessary to perform the services described herein, **CONTRACTOR** shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees, subcontractors and/or partners to the **COUNTY** shall be that of independent contractors. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, subcontractors and/or partners, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be eligible for compensation from the **COUNTY** 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.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding 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). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, 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.

H. 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.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all

agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. **NON ASSIGNMENT CLAUSE**

A. The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the County of Oneida, more fully described in **APPENDIX A**.

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

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

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

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

F. The COUNTY shall conduct a program review to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

10. NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS

A. The CONTRACTOR agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

1) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination);

2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92];

3) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.);

4) Older Americans Act;

4) Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);

5) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.);

6) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors);

7) Equal Access to Services and Targeting Policy (12-PI-08);

8) Elder Law.

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES

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

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

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

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting client contributions for all clients who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded by a client, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

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

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

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

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

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

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

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

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, 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 services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners 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 the Agreement.

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

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence services until such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall 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 or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

2) The **COUNTY** shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

F. Business Auto Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and shall provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

I. Workers Compensation and Employers Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per the requirements stated above.

15. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. AGREEMENT CANCELLATION

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

B. The CONTRACTOR and the COUNTY reserve the right to cancel the Agreement upon thirty (30) day written notice to the other Party.

C. The CONTRACTOR agrees that in the event of termination, the CONTRACTOR shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the COUNTY.

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

18. ENTIRE AGREEMENT

A. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. INCORPORATION BY REFERENCE

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. STANDARD ADDENDUM

A. The CONTRACTOR agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as APPENDIX D.

21. CHOICE OF LAW/FORUM

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

23. SUCCESSORS AND ASSIGNS

A. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. NON WAIVER

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

25. SEVERABILITY

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. AUTHORITY TO ACT/SIGN

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or

Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.


27. **ADVICE OF COUNSEL**

A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[The remainder of this page has been intentionally left blank]

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

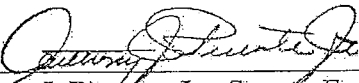
CONTRACTOR



Christopher Emerson, Executive Vice President
U.S. Care Systems, Inc.

3/29/2017
Date

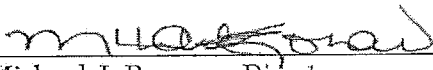
COUNTY OF ONEIDA



Anthony J. Picente, Jr., County Executive

5-16-17
Date

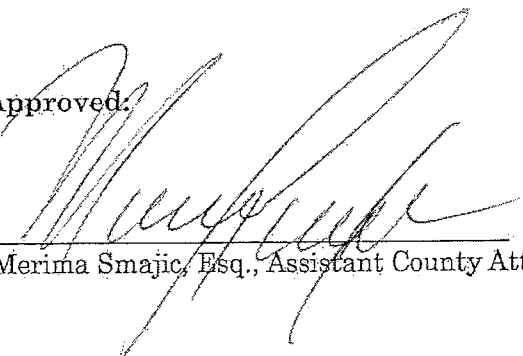
OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director
Oneida County Office for the Aging

3/29/17
Date

Approved:



Merima Smajic, Esq., Assistant County Attorney

4/3/17
Date

APPENDIX A

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

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Un-satisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

APPENDIX C

Oneida County Office for the Aging
2015-2016

Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
 - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D
Standard Contract Clauses Addendum

THIS ADDENDUM, 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. Executory or Non-Appropriation Clause.

- a. 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.

- a. 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 tension, 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 clients 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 (1), (0), (0), (d), (0), (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.
 3. 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 "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, 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.

- a. 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.
- b. 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.**

- a. 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.
- b. 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.**

- a. 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).
- 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.
- c. 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.

- d. 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.



David L. Mathis
 Director, Workforce Development

Anthony J. Picente, Jr.
 Oneida County Executive

July 11, 2017

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

Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by
 FN 20 17389
 HEALTH & HUMAN SERVICES
 Anthony J. Picente, Jr.
 County Executive
 WAYS & MEANS Date 10/24/17

Dear County Executive Picente:

The Oneida County College Student Corps was established by Oneida County to work with the private sector to create internships that will help Oneida County young people sample the outstanding careers available here in Oneida County.

As this program continues to move forward, it is my pleasure to present you with a contract between Oneida County Workforce Development and the City of Utica for the services of Stephanie DiGiorgio and James Lanious. The employer will pay the standard share of the intern's costs, according to the standard practices of the Oneida County College Student Corps.

We are hoping that this contract can be approved as part of our effort to work with the employers and young people of the region to move our economy forward. If there are questions regarding this contract, please contact my office.

If you approve of this contract, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

David Mathis

David L. Mathis
 Director
 Oneida County Workforce Development



Oneida Co. Department: Workforce Development

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, NY 13502

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 30, 2017 – September 30, 2017

Client Population/Number to be Served: 2 Interns

Summary Statements

- 1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.
- 2) **Program/Service Objectives and Outcomes:** The program will assist youth in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$2,153.00 **Account #J6303**

Oneida County Dept. Funding Recommendation: \$2,153.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% from the employer.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This program has proven to be a successful partnership between Oneida County Workforce Development and Local Employers in helping to showcase job opportunities for college students.

ONEIDA COUNTY WORKFORCE DEVELOPMENT ONEIDA COUNTY COLLEGE STUDENT CORPS
INTERNSHIP PROGRAM

This Agreement is entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Ave, Utica, New York 13501, by and through its Office of Workforce Development, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and the City of Utica., a local employer with its offices and principal place of business located at 1 Kennedy Plaza, Utica, NY 13502 (hereinafter referred to as the "Employer").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps," also known as the "Oneida County College Student Corps Internship Program," (hereinafter referred to as the "Internship Program") which will provide funding to match Oneida County-based college and trade school students with employers in their fields of study and offer them paid internships and mentoring; and

WHEREAS, Oneida County has budgeted funding for the Internship Program in 2017; and

WHEREAS, the Office of Workforce Development has been designated by Oneida County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into an Agreement with the Employer to provide a meaningful work experience for **TWO (2)** Internship Program Participants; and

WHEREAS, the Employer agrees to reimburse Oneida County a portion of the total costs related to this Internship Program Financial Agreement;

NOW THEREFORE, the parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. TERM. The Internship Program will begin as early as **May 30, 2017**, and end no later than **September 30, 2017**.

2. PARTICIPANT/INTERN. The Employer will provide employment and training to Internship Program Participants, **Stephanie DiGiorgio and James Lanious**.

3. COSTS.

- A. Oneida County shall be responsible for payment of wages to the Internship Program Participants.
- B. Any Participant placed in an internship under this Agreement may work a maximum of 200 total internship hours, and the Employer shall reimburse Oneida County at a rate of 50% the total wages and FICA taxes of the time worked up to this maximum.
- C. The Employer agrees to expend an amount up to, but not to exceed **\$2,153 to be paid to Oneida County** for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, in attached **Exhibit A**. Payments to Oneida County shall be made at the conclusion of this Agreement.

4. EMPLOYER RESPONSIBILITIES:

- A. The Employer shall:
 - 1. Provide sufficient and meaningful work for each of the Participants in their fields of study. The jobs shall be only those for which job descriptions have been submitted to and approved by the Office of Workforce Development.
 - 2. Maintain adequate time and attendance records for each of the Participants assigned to the Employer, utilizing the time sheets provided by the Office of Workforce Development. The Employer assures that the Participants will not be paid for unexcused absences or hours not worked.
 - 3. Cooperate with the Office of Workforce Development to ensure the work experience of the Participants is in accordance with Internship Program objectives.
 - 4. Advise the Office of Workforce Development of any problems encountered by the Participants within twenty-four (24) hours of the occurrence.
 - 5. Provide the Office of Workforce Development with Participant and program evaluations at the completion of the internships, if so requested.
 - 6. Provide full-time mature supervision of the Participants assigned to the Employer.
 - 7. Provide sufficient equipment and/or materials, if necessary, for the Participants to carry out work assignments.
 - 8. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving either of the Participants.
 - 9. Maintain appropriate standards for health and safety for the Participants. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws governing employment.

10. Ensure that the Participants shall not be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring the Participants.
11. Ensure that the Participants do not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.
12. Ensure that the work of the Participants is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by each Participant shall be clerical in nature.
13. Maintain a grievance procedure relating to the terms and conditions of employment and training available to the Participants, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

5. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law. The Employer shall ensure that the Participants are covered under such policy.

B. The Employer shall not allow the Participants to commence work until proof of such insurance has been provided to Oneida County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. Oneida County reserves the right to require the Employer to provide insurance policies for review by the Oneida County.

6. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless Oneida County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from Worker's Compensation claims by the Participants.

7. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.

B. The Employer assures that the Participants will not be permitted to start work without prior approval from the Office of Workforce Development.

- C. A vacancy due to the termination or withdrawal of either Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.
- D. Authorized Office of Workforce Development staff, after consultation with the Employer, may at agreed upon times visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.
- E. The Participants may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on a Participant's work performance and attitude.
- F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.
- G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.
- H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.
- I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.
- J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.
- K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
- L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.
- M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

8. AUTHORITY TO ACT/SIGN.

A. The Employer hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Employer to enter into this Agreement, or to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

FOR THE EMPLOYER:

Anthony J. Picente, Jr., County Executive

Robert M. Palmieri, Mayor

DATE

DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

David Mathis, Director

DATE

Approved:

Linda B. Lark, Assistant County Attorney

DATE

EXHIBIT A
17-FIN OCIP-
2017 FINANCIAL AGREEMENT
ONEIDA COUNTY PAYROLL

BUDGET SUMMARY INFORMATION

I.	PARTICIPANT TRAINING COSTS	
A.	Training Wages [200-hour internship] \$10.00 per hour × 200 hours =	\$2,000.00
	TOTAL TRAINING WAGES (2 STUDENT)	<u>\$4,000.00</u>
B.	Training Fringe Benefits - FICA 7.65% × \$2,000 =	\$ 153.00
	TOTAL TRAINING FRINGE BENEFITS (2 STUDENTS)	<u>\$ 306.00</u>
	TOTAL TRAINING COSTS (2 STUDENTS) =	<u>\$4,306.00</u>
II.	EMPLOYER COSTS (50% Contribution) =	\$2,153.00
III.	TOTAL EMPLOYER REIMBURSEMENT DUE TO ONEIDA COUNTY =	\$2,153.00



David L. Mathis
Director, Workforce Development

Anthony J. Picente, Jr.
Oneida County Executive

July 11, 2017

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

FN 20 17-390
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
HEALTH & HUMAN SERVICES
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
WAYS & MEANS
Date 10/24/17

Dear County Executive Picente:

The Oneida County College Student Corps was established by Oneida County to work with the private sector to create internships that will help Oneida County young people sample the outstanding careers available here in Oneida County.

As this program continues to move forward, it is my pleasure to present you with a contract between Oneida County Workforce Development and Town of Marcy for the services of Patrick Cieslewitz, Timothy Clemons, Maura Conlon, Briana Gadow, Biana Gotte, Lindsay Jennings, Matthew Morreale and Emma Vanni. The employer will pay the standard share of the intern's costs, according to the standard practices of the Oneida County College Student Corps.

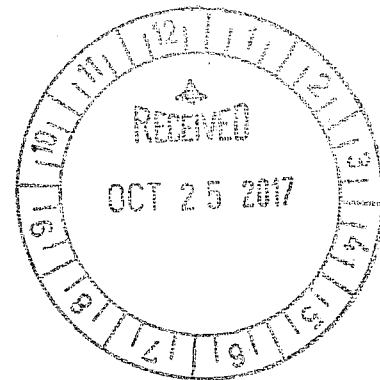
We are hoping that this contract can be approved as part of our effort to work with the employers and young people of the region to move our economy forward. If there are questions regarding this contract, please contact my office.

If you approve of this contract, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

David Mathis

David L. Mathis
Director
Oneida County Workforce Development



ONEIDA COUNTY WORKFORCE DEVELOPMENT
209 Elizabeth Street, Utica, NY 13501
315-798-5908
e-mail: ocwd@ocgov.net



"We are an equal opportunity employer/program.
Auxiliary aids and services are available upon
request to individuals with disabilities"

ONEIDA COUNTY WORKFORCE DEVELOPMENT ONEIDA COUNTY COLLEGE STUDENT CORPS
INTERNSHIP PROGRAM

This Agreement is entered into by and between the Parties; Oneida County, a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Ave, Utica, New York 13501, by and through its Office of Workforce Development, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and the Town of Marcy a local employer with its offices and principal place of business located at 8801 Paul Becker Road, Marcy, NY 13403 (hereinafter referred to as the "Employer").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps," also known as the "Oneida County College Student Corps Internship Program," (hereinafter referred to as the "Internship Program") which will provide funding to match Oneida County-based college and trade school students with employers in their fields of study and offer them paid internships and mentoring; and

WHEREAS, Oneida County has budgeted funding for the Internship Program in 2017; and

WHEREAS, the Office of Workforce Development has been designated by Oneida County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into an Agreement with the Employer to provide a meaningful work experience for **EIGHT (8)** Internship Program Participants; and

WHEREAS, the Employer agrees to reimburse Oneida County a portion of the total costs related to the Internship Program Financial Agreement;

NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. TERM. The Internship Program will begin as early as **May 30, 2017**, and end no later than **September 30, 2017**.

2. PARTICIPANT/INTERN. The Employer will provide employment and training to the following Internship Program Participants: **Patrick Cieslewitz, Timothy Clemons, Maura Conlon, Briana Gadbow, Biana Gotte, Lindsay Jennings, Matthew Morreale and Emma Vanni**.

3. COSTS.

- A. Oneida County shall be responsible for payment of wages to the Internship Program Participants.
- B. Any Participant placed in an internship under this Agreement may work a maximum of 200 total internship hours, and the Employer shall reimburse Oneida County at a rate of 50% the total wages and FICA taxes of the time worked up to this maximum.
- C. The Employer agrees to expend an amount up to, but not to exceed Eight Thousand Six Hundred and Twelve dollars (\$8,612.00) to be paid to Oneida County for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, in attached **Exhibit A**. Payments to Oneida County shall be made at the conclusion of this Agreement.

4. EMPLOYER RESPONSIBILITIES:

- A. The Employer shall:
 - 1. Provide sufficient and meaningful work for each of the Participants in their field of study. The jobs shall be only those for which job descriptions have been submitted to and approved by the Office of Workforce Development.
 - 2. Maintain adequate time and attendance records for each of the Participants assigned to the Employer, utilizing the time sheets provided by the Office of Workforce Development. The Employer assures that the Participants will not be paid for unexcused absences or hours not worked.
 - 3. Cooperate with the Office of Workforce Development to ensure the work experience of the Participants is in accordance with Internship Program objectives.
 - 4. Advise the Office of Workforce Development of any problems encountered by any of the Participants within twenty-four (24) hours of the occurrence.
 - 5. Provide the Office of Workforce Development with evaluations of the Participants and program at the completion of the internship, if so requested.
 - 6. Provide full-time mature supervision of the Participants assigned to the Employer.
 - 7. Provide sufficient equipment and/or materials, if necessary, for the Participants to carry out work assignments.
 - 8. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving any of the Participants.

9. Maintain appropriate standards for health and safety for the Participants. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws governing employment.
10. Ensure that none of the Participants are employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.
11. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.
12. Ensure that the work of the Participants is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any of the Participants shall be clerical in nature.
13. Maintain a grievance procedure relating to the terms and conditions of employment and training available to the Participants, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

5. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law. The Employer shall ensure that the Participants are covered under such policy.

B. The Employer shall not allow the Participants to commence work until proof of such insurance has been provided to Oneida County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. Oneida County reserves the right to require the Employer to provide insurance policies for review by the Oneida County.

6. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless Oneida County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from Worker's Compensation claims by one or more of the Participants.

7. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.

B. The Employer assures that the Participants will not be permitted to start work without prior approval from the Office of Workforce Development.

C. A vacancy due to the termination or withdrawal of one or more of the Participants from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.

D. Authorized Office of Workforce Development staff, after consultation with the Employer, may at agreed upon times visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.

E. One or more of the Participants may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based upon the Participant's work performance and attitude.

F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.

G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.

H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.

I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.

J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.

M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

8. AUTHORITY TO ACT/SIGN.

A. The Employer hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Employer to enter into this Agreement, or to consummate the transactions contemplated herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

FOR THE EMPLOYER:

Anthony J. Picente, Jr., County Executive

Brian N. Scala, Town Supervisor

DATE

DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

David Mathis, Director

DATE

Approved:

Linda B. Lark Assistant County Attorney

DATE

BUDGET SUMMARY INFORMATION

I.	PARTICIPANT TRAINING COSTS	
A.	Training Wages [200-hour internship] \$10.00 per hour × 200 hours =	\$ 2,000.00
	TOTAL TRAINING WAGES (8 STUDENTS)	<u>\$16,000.00</u>
B.	Training Fringe Benefits - FICA 7.65% × \$2,000.00 =	\$ 153.00
	TOTAL TRAINING FRINGE BENEFITS (8 STUDENTS)	<u>\$ 1,224.00</u>
	TOTAL TRAINING COSTS (8 STUDENT) =	<u>\$17,224.00</u>
II.	EMPLOYER COSTS (50% Contribution) =	\$ 8,612.00
III.	TOTAL EMPLOYER REIMBURSEMENT DUE TO ONEIDA COUNTY =	\$ 8,612.00

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

September 20, 2017

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

FN 20 17-391 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
HEALTH & HUMAN SERVICES
WAYS & MEANS
Anthony J. Picente, Jr.
County Executive
Date 10/26/17

Re: Contract #: 014339 – Medical Examiner’s Office Transport Services

Dear Mr. Picente:

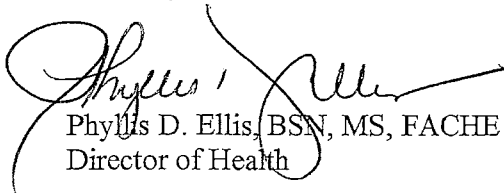
Attached are three (3) copies of a Contract Renewal Agreement between Oneida County through its Health Department and J. Donald Smith Funeral Home, Inc.

J. Donald Smith Funeral Home, Inc. will continue to provide transport services to remove and transport decedents to locations designated by the Onondaga County Medical Examiner’s Office or its designees. The term of the Original Agreement was from January 1, 2014 through December 31, 2016 with two additional one-year options to renew. This contract renewal is the second one-year option and extends from January 1, 2018 through December 31, 2018. It is not to exceed \$80,000 which will be paid on a quarterly basis. All terms of the prior contract remain in effect without change or adjustment.

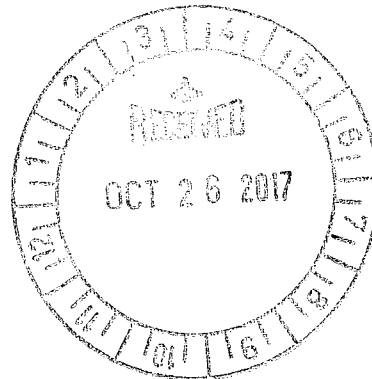
If this Agreement meets with your approval, please forward it to the Board of Legislators.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
pb



Oneida Co. Department: Public Health

Competing Proposal _____
Only Respondent _____
Sole Source _____
RFP _____
Other Renewal

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: J. Donald Smith Funeral Home, Inc.
c/o David W. Smith
3022 Oneida Street
Sauquoit, NY 13456

Title of Activity or Service: Medical Examiner Transport Services - Renewal

Proposed Dates of Operation: January 1, 2018 through December 31, 2018

Client Population/Number to be Served: Decedents of Oneida County, and the families thereof.

Summary Statements

1) **Narrative Description of Proposed Services:** Renewal of an Agreement by which J. Donald Smith Funeral Home, Inc. will provide transport services to remove and transport decedents to locations designated by the Onondaga County Medical Examiner's Office or its designees.

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

3) **Program Design and Staffing:** N/A

Total Funding Requested: Contract not to exceed \$80,000. Payments shall be made on a quarterly basis at the beginning of each quarter.

Account # A1186.495

Oneida County Dept. Funding Recommendation: \$80,000

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

MEDICAL EXAMINER OFFICE TRANSPORTATION
SERVICES AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 2017, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "COUNTY," and J. Donald Smith Funeral Home, Inc., a domestic business corporation organized and existing under the laws of the State of New York, located at 3022 Oneida Street, Sauquoit, New York 13456, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY and the CONTRACTOR previously entered into an agreement, which was in effect from January 1, 2014 until December 31, 2016 (COUNTY contract no. 014339), hereinafter referred to a "Prior Contract," a copy of which is attached hereto and made a part hereof as Appendix A, whereby the CONTRACTOR provides decedent removal, temporary storage, and transportation services from Oneida County to the Onondaga County Medical Examiner Office ("OCMEO"), which serves as Medical Examiner on behalf of the COUNTY; and

WHEREAS, the Prior Contract provided that the COUNTY and CONTRACTOR have the option to renew without change or adjustment to the terms of the Prior Contract for up to two (2) additional one-year terms; and

WHEREAS, the COUNTY and the CONTRACTOR renewed the Prior Contract for the first additional one-year term, from January 1, 2017 until December 31, 2017; and

WHEREAS, the COUNTY and the CONTRACTOR both wish to renew the Prior Contract without change or adjustment to the terms for an additional one-year term;

NOW THEREFORE, in consideration of the mutual promises made by the parties herein, the COUNTY and the CONTRACTOR agree as follows:

1. **TERM:** The term of this one-year renewal shall run from January 1, 2018 until December 31, 2018.

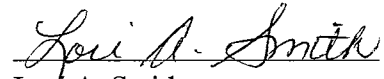
2. **OTHER TERMS:** All other terms of the Prior Contract remain in effect without change or adjustment.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

Anthony J. Picente, Jr.
County Executive



Lori A. Smith
Chief Executive Officer

Approved

Raymond F. Bara, Esq.
Assistant County Attorney

APPENDIX A

MEDICAL EXAMINER OFFICE TRANSPORTATION
SERVICES AGREEMENT

THIS AGREEMENT, entered into on the 15 day of November, 2013 by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "COUNTY" and J. Donald Smith Funeral Home, Inc., 3022 Oneida Street, Sauquoit, New York 13456, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY wishes to engage the services of a qualified provider possessing the requisite skills, expertise and licensing to provide decedent removal, temporary storage and transportation services to the Onondaga County Medical Examiner Office (OCMEO), who serves on behalf of the COUNTY, and

WHEREAS, the COUNTY requested proposals from qualified agencies to perform such services, and

WHEREAS, after a thorough review, it has been determined that the CONTRACTOR possesses the requisite skills, expertise and licensing to provide the required services set forth hereunder;

NOW THEREFORE, in consideration of the mutual promises made by the parties herein, the COUNTY and the CONTRACTOR agree as follows:

1. **TERM:** The term shall run from January 1, 2014 until December 31, 2016. Thereafter, the COUNTY and the CONTRACTOR have the option to renew without change or adjustment to the terms of this Agreement for up to two additional one-year terms.
2. **FEEES:**
 - a. **TRANSPORTATION:** The amount of compensation for transportation services shall be eighty thousand dollars (\$80,000.00) annually. Payments shall be made on a quarterly basis at the beginning of each quarter beginning January 1st, and subsequently on April 1st, July 1st, and October 1st.
 - b. **STORAGE:** Temporary storage will be provided on an as-needed basis, the CONTRACTOR will provide such storage in one of two methods: refrigerated or non-refrigerated. Such storage will be provided at an additional fee of seventy-five dollars (\$75.00) for each 24 hour period for those decedents held in a non-refrigerated facility. Storage provided in a refrigerated facility shall be held for a fee of one hundred dollars (\$100.00) for each 24 hour period. There shall be no charge for the first three decedents annually in each of the two methods described herein.
 - c. All payments shall be made in accordance with procedures established by the COUNTY's comptroller and upon submission of approved vouchers, which can be

obtained through the COUNTY's Department of Public Health and signed by the Public Health Director. At no time shall the CONTRACTOR submit a bill to a member of a decedent's family directly.

3. **SCOPE OF SERVICES:**

a. The Onondaga County Medical Examiner's Office (OCMEO), is located at 100 Elizabeth Blackwell Street, Syracuse, NY. The CONTRACTOR will provide transport service to remove and transport decedents to this location and/or to other locations as required in the event of a mass fatality or other incident where an off-site location is necessary.

b. The CONTRACTOR agrees to provide services at such times, dates and locations as designated by the COUNTY through the OCMEO for decedent removal and transportation services. Decedent removal is required from various locations throughout Oneida COUNTY including but not limited to residences, roadways, wooded areas, funeral homes, and hospitals/health care facilities.

c. The CONTRACTOR will provide such services as an on-call service, and may be contacted at any time 24 hours a day, 7 days a week.

d. The CONTRACTOR will utilize vehicles conforming to New York State Health laws appropriate for the removal and transport of decedents to the OCMEO. Vehicles will be subject to the approval of the OCMEO Chief Medical Examiner or his/her designated representative. Inappropriate or poorly maintained vehicles will be disallowed.

e. The CONTRACTOR guarantees that it will utilize vehicles(s) with appropriate equipment for a wide range of location scenarios and that are unmarked or do not display a company name.

f. The OCMEO will provide the CONTRACTOR with information about scene location, weight of decedent, decontamination requirements, and any other information that may require additional assistance or resources by the CONTRACTOR at the time of notification.

g. The CONTRACTOR agrees that it will have available at all times a sufficient number of vehicles and staff to remove at least two decedents from two different locations at the same time.

h. The CONTRACTOR agrees that it will respond within forty-five (45) minutes of notification.

i. The CONTRACTOR will allot for forty-five (45) minutes of time on-scene for stand-by and removal. On-scene time starts upon arrival at the scene and ends when the decedent is removed from the scene. OCMEO staff will contact the CONTRACTOR when the decedent is ready for removal; however, the CONTRACTOR must be aware there are times when the removal may be delayed

due to law enforcement and/or other agency activities beyond the control of the OCMEO.

j. The CONTRACTOR will provide at least two (2) employees to remove decedents from scenes and emergency rooms and at least one (1) employee to remove decedents from hospital morgues. The CONTRACTOR's employees must be capable of moving heavy decedents up to 250 pounds and/or must have the appropriate number of staff and equipment to remove decedents up to 500 pounds. The CONTRACTOR should not expect any assistance with removal.

k. CONTRACTOR employees must dress professionally and appropriately for scene response.

l. The CONTRACTOR and its employees will demonstrate respect for the decedent and for family members of the decedent at all times during the course of removal and transport. A flat or plastic carry-board must be used to transfer all decedents to a stretcher for removal.

m. The CONTRACTOR and its employees must maintain confidentiality of all information obtained during transport. This includes basic data such as decedent name, age, gender, sexual orientation, circumstances of death, as well as, other information. Any breach of confidentiality may result in the termination of the contract and possible legal action.

n. The CONTRACTOR and its employees must use universal precautions during removal, transfer and transport.

o. The CONTRACTOR and its employees must comply with Occupational Safety and Health regulations 29 CFR 1910.1030: Occupational Exposure to Blood-borne Pathogens and 29 CFR 1910.132-136: Personal Protective Equipment and supply personal protective supplies to meet these standards.

p. The CONTRACTOR and its employees must read the CFS Safety Manual Contractor Safety Handout and complete the Contractor Safety Acknowledgement Signature form.

q. The CONTRACTOR will utilize cellular telephone and/or two-way radio communication between the CONTRACTOR's main office, mobile vehicle(s) and OCMEO employees.

r. During removal and transport, the CONTRACTOR will utilize various types of body bags provided by the OCMEO. Heavy duty bags must be used in any instance where the death is the result of a criminal act, requires removal by hand carrying the remains (i.e. off road or woods), or in circumstances where special handling is required, as directed by the OCMEO staff on the scene. In all other routine removal situations (hospitals, nursing homes, etc.), the decedent, ideally, must be placed in a bag provided by that institution. In those cases where a bag is not provided by an institution, or the removal is made from a private residence, a

lightweight bag must be utilized. In cases where the decedent is extremely obese, special oversized heavyweight bags will be utilized as determined by OCMEEO staff. All replacement bags will be replenished upon arrival at the OCMEEO. All bags are the property of the OCMEEO and must be used for only that purpose.

s. The CONTRACTOR will utilize other supplies provided by the OCMEEO for scene preservation as directed by OCMEEO forensic investigators or medical examiners.

t. The CONTRACTOR must complete the chain of custody when the OCMEEO forensic investigator is present at the scene/ pick-up location: The OCMEEO forensic investigator will begin the chain of custody at the scene by sealing the bag with a numbered lock seal and will then transfer the decedent to the CONTRACTOR for transport. The chain of custody will continue at check-in of the decedent at the OCMEEO. The CONTRACTOR and/or its employees will not depart the OCMEEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEEO representative.

u. The CONTRACTOR must complete the chain of custody when an OCMEEO forensic investigator is NOT present at the scene/ pick-up location: The CONTRACTOR will ensure the numbered lock seal on the body bag matches the seal number noted in the hospital or other agency's records/forms before transport to the OCMEEO. If the body bag is NOT sealed upon arrival, the CONTRACTOR will use an approved OCMEEO property and evidence form to document personal property and valuables on the decedent, with hospital or other agency staff present, and then seal the bag with a numbered lock seal before transport to the OCMEEO. The chain of custody will continue at check-in of the decedent at the OCMEEO. The CONTRACTOR and/or its employees will not depart the OCMEEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEEO representative.

v. The CONTRACTOR agrees to bring any issues/problems encountered to the attention of the Forensic Investigator responsible for the particular scene, or to the OCMEEO or his/her designee.

w. The CONTRACTOR must provide a monthly report on all responses including OCMEEO case number, time of arrival and departure from the scene, scene location, and names of vendor employees responding. This report should be submitted with a quarterly invoice for services performed to the Oneida County Director of Public Health.

4. CONFIDENTIALITY:

a. The CONTRACTOR shall hold in strict confidence all records and proceedings the CONTRACTOR has access to in the provision of the above services. The CONTRACTOR shall not disclose any information, data or records except to those persons or entities as authorized or required by law or pursuant to a

court order, or by written consent of the COUNTY, it being acknowledged and agreed that, except as otherwise required by law, the COUNTY shall have sole responsibility for responding to requests for access to such records.

b. The CONTRACTOR shall not display the COUNTY's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the CONTRACTOR.

5. **REPORTING REQUIREMENTS:** The CONTRACTOR shall keep separate and accurate records regarding decedent removal and transport services provided to the COUNTY under the term of this agreement and, upon request by the COUNTY, the CONTRACTOR shall submit such documentation to the COUNTY upon request.
6. **INDEPENDENT CONTRACTOR STATUS:** It is expressly agreed that the relationship of the CONTRACTOR to the COUNTY shall be that of an independent CONTRACTOR. The employees provided by the CONTRACTOR shall not hold themselves out as or be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
7. **INDEMNIFICATION:** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and ONONDAGA COUNTY, their officers, directors, elected officials and 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 CONTRACTOR, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.
8. **INSURANCE:** The CONTRACTOR shall provide the COUNTY with proof that J. Donald Smith Funeral Home, Inc. is covered under a professional liability policy of insurance which coverage shall be extended or endorsed to include any work performed for the County of Oneida under the terms of this agreement. CONTRACTOR agrees that it will, at its own expense, at all times during the term of this agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. CONTRACTOR agrees to have COUNTY and Onondaga County named as additional insured's on a primary basis to said policies, and to provide COUNTY with certificates from said insurance company or companies showing COUNTY and Onondaga County as additional insured's prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to COUNTY at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall consist of the following: Commercial General Liability Insurance: One million dollars (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate; Automobile Liability Insurance: One million dollars (\$1,000,000.00) per

occurrence and Three Million dollars (\$3,000,000.00) aggregate; Excess/ Umbrella coverage: Three million dollars (\$3,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate

9. **AUDIT:** The CONTRACTOR agrees to meet with the COUNTY on reasonable notice and at reasonable times and locations to permit the COUNTY to inspect or audit any and all files controlled or supervised by the CONTRACTOR under this Agreement.

10. **TERMINATION:** This agreement may be cancelled by either the COUNTY or the CONTRACTOR upon thirty (30) days written notice to the other. However, the parties shall diligently endeavor to work out their differences prior to advising the other of intent to terminate for cause.

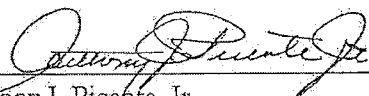
11. **ENTIRE AGREEMENT:** This agreement and the attachments hereto represent the entire understanding between the parties and the agreement may not be amended or any of its provisions waived without the prior written consent of both the COUNTY and the CONTRACTOR.

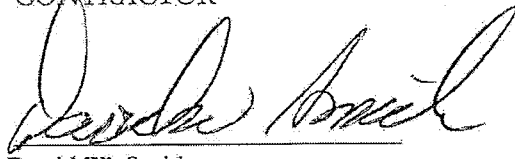
12. **GOVERNANCE:** This agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement for legal services on the day and year first above written.

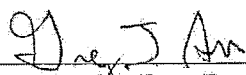
COUNTY OF ONEIDA

CONTRACTOR


Anthony J. Picente, Jr.
County Executive


David W. Smith
J. Donald Smith Funeral Home, Inc.

Approved as to form only


Raymond A. Bara, Esq.
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this 15 day of November, 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.

- 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 therefore.

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).

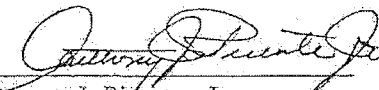
Additionally, the Bidder/CONTRACTOR is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/CONTRACTOR seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is 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.

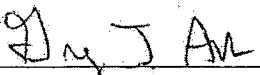
COUNTY OF ONEIDA

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

CONTRACTOR

By: 
David W. Smith
J. Donald Smith Funeral Home, Inc.

Approved as to Form only


Raymond A. Bara, Esq.
Assistant 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 Email: publichealth@ocgov.net

October 3, 2017

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
FN 20 17-392
HEALTH & HUMAN SERVICES
Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

WAYS & MEANS
No. _____ Date 10/19/17
Integrated Cancer Screening Services-
Infrastructure CO28827

Attached are five (5) copies of an amendment to the grant between Oneida County through its Health Department and the New York State Department of Health- Integrated Cancer Services Program.

The grant provides funds for the promotion of comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations, and coordination of integrated cancer screening services to eligible individuals, with an emphasis on priority populations throughout the designated service region.

This is a multi-year grant with an original term of 7/1/2013 to 9/30/2018. This amendment applies to the term beginning April 1, 2017 through September 30, 2018. The original amount of the grant funds for that period was to be \$375,000. The amended amount is now \$356,250. The services are 100% reimbursed by federal funding.

The Cancer Services Program is not mandated by Public Health Law.

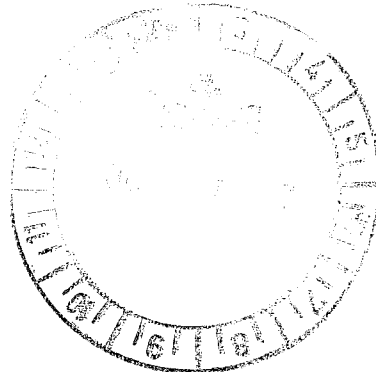
If this agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,

Phyllis D. Ellis /PB

Phyllis, D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Attachments
pb



Oneida Co. Department: Public Health

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other (Grant Amendment) X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

New York State Department of Health
Center for Community Health
Division of Chronic Disease Prevention
ESP Corning Tower Room 1025
Albany, NY 12237

Title of Activity or Service:

Integrated Breast, Cervical and Colorectal Cancer
Screening Program -- Component A
CO28827

Proposed Dates of Operation:

April 1, 2017 through September 30, 2018

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Provide comprehensive, guideline concordant breast, cervical and colorectal cancer screening services among age-appropriate populations. Coordinate the provision of integrated cancer screening services to eligible individuals, with an emphasis on priority populations throughout the designated service region.

2) Program/Service Objectives and Outcomes: To improve the early detection of breast, cervical and other cancers and reduce the number of deaths from these conditions.

3) Program Design and Staffing: Per the Work plan

Total Funding Requested: \$356,250

Exp Account: # A4091.495

Rev Account: # A3541

Oneida County Dept. Funding Recommendation: \$356,250

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Amendment to Contract L4472 decreasing amount for the term above from \$375,000 to \$356,250.



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

September 22, 2017

Anthony Picente
County Executive
Oneida County Department of Health

Re: C028827
4/1/17 - 9/30/18
Integrated Breast, Cervical and Colorectal Cancer Screening Program - Component A

Dear Contractor:

Enclosed for your review and approval is the amended contract between your organization and the New York State Department of Health. Please review the attached documents as soon as possible and return the requested documents to the contact and address listed in this letter.

Please return the following documents:

- **State of NY Master Contract for Grants Face Page** – The appropriate official should sign page three under “Contractor”. Please submit **two** complete face page documents with original signature and completed notary. Contract documents must be one-sided.
- **Workers Compensation:** Please provide a copy of the current proof of workers compensation. Acceptable forms are: CE-200, C-105.2, U-26.3, SI-12, or GSI-105.2. Please be sure to indicate the “certificate” holder as NYS Department of Health, ESP CT Room 1025, Albany, NY, 12237.
- **Disability Form:** Please provide a copy of the current proof of disability. Acceptable forms are: CE-200, DB-120.1 or DB-155. Please be sure to indicate the “entity requesting proof of coverage” as NYS Department of Health, ESP CT Room 1025, Albany, NY, 12237.

While we understand that the insurance coverage period may not coincide exactly with the contract period, please be sure that the Workers Compensation and Disability forms demonstrate active coverage from the beginning of the contract renewal period. If the contract begins after the end date of the insurance coverage, proof of insurance starting the day after the insurance lapsed must also be provided.

To reduce delays in the processing of your contract please ensure the following are up to date:

- **Vendor Responsibility for Contract Organization-** New York State Procurement Law requires that state agencies award contracts only to responsible vendors. The determination process starts with information disclosed by vendors through the Vendor Responsibility Questionnaire (VRQ) and is coupled with independent research performed by the Department's vendor responsibility unit. Vendors are highly encouraged to file the required VRQ online via the New York State VendRep System. If applicable, please ensure that your VRQ http://www.osc.state.ny.us/vendrep/forms_vendor.htm is completed and certified online within the last 60 days.
- **Vendor Responsibility for Subcontractors** - If your organization subcontracts with another organization and the anticipated amount of the subcontract exceeds \$100,000 *over the life of the contract*, a VRQ must be completed for the subcontractor as well. VRQs are required for subcontractors that are not an exempt entity, even if the primary vendor is exempt. It is the primary vendors' responsibility to communicate the value of contractual services to the Department and inform the subcontractor of this requirement.
 - To enroll in and use the New York State Office of the State Comptroller (OSC) VendRep System, go to <http://www.osc.state.ny.us/vendrep/index.htm>. For VendRep System assistance call the OSC Help Desk at 866-370-4672 or 518-408-4672 or email helpdesk@osc.state.ny.us. Should you wish to submit a paper questionnaire, the most recent version of the form must be used and notarized. The form can be found at the OSC website. If you have questions about Vendor Responsibility, please contact the Center for Community Health's Vendor Responsibility Unit at 518-473-4371 or at cchvendrep@health.state.ny.us.
- **New York State Charities Registration filing (if applicable) is current**
<http://www.charitiesnys.com/home.jsp>
- **Registration and pre-qualification with the New York State Grants Gateway is complete** www.grantsreform.ny.gov. Questions about the Grants Reform process can be sent to helpdesk@agatesoftware.com.

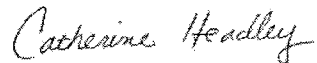
A copy of your budget has been included in both PDF and Microsoft Excel formats. ***The PDF version is the official budget that will be advanced with your contract for execution.*** The Excel version has been included for your use. ***The last tab of the workbook is a Budget Statement and Report of Expenditures (BSROE) that must accompany your monthly Claim for Payment form.***

If there are objections to the contract language which preclude signing the contract, these objections must be stated in writing, to the contact listed below, along with the name of a contact person who can discuss the issues. When received, the objections will be reviewed and the contact person reached for discussion.

The signed contract should be returned within two weeks of the date of this letter to my attention at the following address:

New York State Department of Health
Center for Community Health
Division of Chronic Disease Prevention
ESP Corning Tower Room 1025
Albany, NY 12237

Sincerely,

A handwritten signature in cursive script that reads "Catherine Headley".

Catherine Headley
Assistant Director
Fiscal Management Unit - Procurements
Attachments

cc: Stan Mathews
Erica Wade-Loop
Tammy Lopez
Matthew Garrity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address)</p> <p>New York State Department of Health Division of Chronic Disease Prevention Empire State Plaza Corning Tower Room 1025 Albany, NY 12237-0675</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450000</p> <p>CONTRACT NUMBER: C028827</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input 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 type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Integrated Breast, Cervical and Colorectal Cancer Screening Program – INFRASTRUCTURE</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 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 Department of Health 800 Park Avenue Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <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 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>EXEMPT</p> <p>Exemption Status/Code:</p> <p>EPTL3</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028827

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 7/1/13 To: 9/30/18</p> <p>CURRENT CONTRACT PERIOD: From: 7/1/13 To: 9/30/16</p> <p>AMENDED TERM: From: 7/1/13 To: 9/30/18</p> <p>AMENDED PERIOD: From: 7/1/13 To: 9/30/18</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: \$1,312,500</p> <p>AMENDED: \$1,181,250</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input 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	7/1/13 – 3/31/16	\$687,500		
4	4/1/16 – 3/31/17	\$250,000		
5	4/1/17 – 9/30/18	\$375,000	4/1/17 – 9/30/18	\$356,250

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
 B-3 Capital Budget B-4 Net Deficit Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)
 B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan
 Attachment D: Payment and Reporting Schedule
 Other: Attachment M: Participation by Minority Group Members and Women in State Contracts

Contract Number: # C028827

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: _____

Adrienne V. Mazeau

Printed Name

Title: Associate Director, Center for Community Health

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: # C028827

Page 3 of 3

Master Grant Contract, Face Page

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 federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

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 awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 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, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports 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 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 the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

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 the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

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 *monthly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers electronically to the BCPCCM@health.ny.gov with a cc to your assigned regional manager. The subject line of your email must be structured as: Organization Name/Contract Number/Month and Year of Claim/CFP (i.e. ABC Hospital/123456GG/04-2017/CFP). This is very important to ensure your claim is processed in a timely manner and that reimbursement is not delayed. Claims should be submitted one per email with all accompanying supporting documentation submitted in one single document in this order: CFP, budget report of expenditure (BSROE), any required supporting documentation in the same sequence as the budget lines.

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: Wendy Gould
Title: Associate Bureau Director
Address: Bureau of Cancer Prevention and Control
Riverview Center, Suite 350
150 Broadway
Albany, New York 12204
Telephone Number: (518) 474-1222
E-Mail Address: Wendy.Gould@health.ny.gov

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

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

New York State Department of Health

Department of Health Program Name: Cancer Services Program

Initiative Name: Integrated Breast, Cervical and Colorectal Cancer Screening Program -
Component A – Upstate NY and Long Island

For Agreements Under Which Providers Receive Reimbursement from the State Contractors

- A. The CONTRACTOR shall obtain written approval of the CSP prior to publication or use of all materials, articles, documents, forms, papers, and similar materials whether electronic or paper form (Materials) developed under or in the course of performing this AGREEMENT. Any Materials developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgement: “Funded by a grant from the New York State Department of Health, Bureau of Chronic Disease Control” and such Materials must include the Cancer Services Program logo. CONTRACTOR shall obtain prior written approval of the STATE for any publication or use of the Cancer Services Program logo, as per the Program’s Operations Manual (herein referred to as the CSP Operations Manual).

- B. The STATE routinely releases data to the CONTRACTOR in aggregate form to assist in the administration and improvement of the program. Any secondary release by the CONTRACTOR, its officers, employees, agents and subcontractors, of aggregate or individual-level data for any other purposes, including research, requires prior approval from the STATE, and potentially the New York State Department of Health Human Subjects Review Board.

- C. CONTRACTOR shall provide and require any subcontractors to provide, to the STATE information regarding prospective Providers of Screening and Diagnostic Services (herein referred to as “Providers”) as required by the STATE. The STATE agrees to inform the CONTRACTOR in writing as to whether the prospective Providers are acceptable to the STATE in a timely manner. The CONTRACTOR agrees to provide any information that may be required by the STATE to determine whether the Providers continue to satisfy the credentialing criteria established by the STATE. The CONTRACTOR agrees to solely use Providers that are acceptable to the STATE for services covered by the Cancer Services Program. If the CONTRACTOR is a licensed health care facility, nothing herein shall relieve CONTRACTOR of its legal responsibility for credentialing practitioners, including investigations prior to granting or renewing professional privileges consistent with Public Health Law section 2805-j and 2805-k.

- D. CONTRACTOR shall notify Providers that the STATE requires each participating Provider to maintain a current, unrestricted, valid license to practice their profession in the State of New York or to maintain a current valid license and have obtained prior written approval to participate in the program from the New York State Department of Health if the Provider possesses a current, valid restricted license. CONTRACTOR shall also notify Providers of all the requirements for participation in the Cancer Services Program.

- E. The CONTRACTOR shall notify the STATE of any provider with a restricted professional license seeking to participate in the program and shall not permit the provider to participate in the Program until the CONTRACTOR obtains prior written approval of the provider from the New York State Department of Health.

- F. CONTRACTOR agrees to directly provide screening and/or diagnostic services and agrees to the provisions of the Participating Provider Requirements as included in the CSP Operations Manual. If the CONTRACTOR is unable to directly provide services or, if the CONTRACTOR is a direct provider and supplements its provisions of services by agreements with other providers of screening and diagnostic services, the CONTRACTOR must enter into a written agreement for the provision of services with all Providers determined by the STATE to be acceptable for participation in the Cancer Services Program. The written agreement shall at a minimum include all of the requirements for Provider participation as set forth in the Participating Provider Requirements as included in the CSP Operations Manual and the Cancer Services Program Reimbursement schedule. The Operations Manual and Reimbursement Schedule are provided to all contractors annually and as revisions are made.

- G. The CONTRACTOR will reimburse such providers directly at regular intervals once clinical data has been accepted and approved on the PROGRAM data system, as set forth in the Participating Provider Requirements as included in the CSP Operations Manual.

- H. The CONTRACTOR is not responsible for determining the suitability of any potential Provider. Only the STATE may determine acceptability of any Provider for participation in the program hereunder.

- I. CONTRACTOR shall establish subcontract agreements, regardless of monetary compensation, for required partnership roles, as defined in the CSP Operations Manual, not directly fulfilled by the CONTRACTOR.

- J. CONTRACTOR shall maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the program. CONTRACTOR agrees to provide the STATE access to medical, including original mammograms, consents, business, personnel and/or financial records, and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.

- K. CONTRACTOR agrees to cooperate fully with the STATE's quality assurance efforts, including participating in discussions to explore reasons for unusual data patterns, and facilitating remediation of provider's clinical and/or data reporting deficiencies in a timely manner.

- L. The CONTRACTOR, its officers, employees, agents and subcontractors shall report to the STATE in a timely manner any complaints about the quality of care provided by a Provider. CONTRACTOR shall also notify all other entities dealing with any aspect of performance under this AGREEMENT of their duty to report complaints about a Provider.

- M. CONTRACTOR must obtain a signed New York State Department of Health Consent for Cancer Services Program Participation (CSP Consent) from each Cancer Services Program client participant, in addition to any other consents or authorizations the CONTRACTOR may obtain or which may be required by law to obtain. If the Cancer Services Program client has executed a CSP Consent with a Provider before CONTRACTOR has obtained a CSP Consent, the CONTRACTOR shall preferably obtain a copy of such CSP Consent from the Provider, or CONTRACTOR shall obtain a second signed CSP Consent from the client.

- N. Paragraphs A, J, and K of this Attachment A-1: Part B shall survive termination of the AGREEMENT

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017

To: 3/31/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$125,064	\$33,851	27.07%	\$0	\$158,915
b) Fringe	\$70,061	\$18,964	27.07%	\$0	\$89,025
Subtotal	\$195,125	\$52,815	27.07%	\$0	\$247,940
2. Non Personal Services					
a) Contractual Services	\$12,149	\$13,730	113.01%	\$0	\$25,879
b) Travel	\$2,847	\$0	0.00%	\$0	\$2,847
c) Equipment	\$0	\$0	0.00%	\$0	\$0
d) Space/Property & Utilities	\$1,380	\$5,747	0.00%	\$0	\$7,127
e) Operating Expenses	\$25,999	\$9,794	37.67%	\$0	\$35,793
f) Other	\$0	\$0	0.00%	\$0	\$0
Subtotal	\$42,375	\$29,271	69.08%	\$0	\$71,646
TOTAL	\$237,500	\$82,086	34.56%	\$0	\$319,586

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
PERSONAL SERVICE DETAIL**

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
1. Program Coordinator (Wendy Hunt)	\$ 52,004	35	100.00%	12	\$ 52,004	
2. Case Manager (Lynda Kiefer)	\$ 44,608	35	100.00%	4.5	\$ 16,727	
3. Case Manager (Lynda Kiefer)	\$ 44,608	35	50.00%	4.5	\$ 8,363	
4. Data Manager (Robin Potenski)	\$ 45,540	35	100.00%	12	\$ 45,540	
5. Public Health Coordinator (Melanie Adams)	\$ 48,608	35	5.00%	12	\$ 2,430	
6.					\$ -	
7.						
8.					\$ -	
9.					\$ -	
10.					\$ -	
11.					\$ -	
12.					\$ -	
13.						
14.					\$ -	
15.					\$ -	
Subtotal					\$ 125,064	
FRINGE - TYPE/DESCRIPTION						
Fringe @ 56.02%					\$ 70,061	

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
PERSONAL SERVICE DETAIL**

POSITION TITLE	SALARY			NUMBER OF MONTHS FUNDED	TOTAL
	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED		
					\$ -

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NON-PERSONAL SERVICE DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Professional Media Services - Advertising Contract	\$ 12,149
2.		\$ -
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ 12,149

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.	Conference Travel	\$ 525
2.	General mileage for outreach and meetings	\$ 2,322
3.		\$ -
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ 2,847

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NON-PERSONAL SERVICE DETAIL

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ -

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL	\$ -

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NON-PERSONAL SERVICE DETAIL

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL	\$ -

TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.	Phone/Internet 185 Genesee St, 5th floor, Utica, NY 13501	\$ 1,380
2.		
3.		
4.		
5.		
	TOTAL	\$ 1,380

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NON-PERSONAL SERVICE DETAIL**

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.	Copier/Printer/Fax/Scanner Lease	\$ 1,216
2.	Office Supplies	\$ 1,879
3.	Postage	\$ 800
4.	Newspaper Advertising	\$ 18,378
5.	Registration/Training	\$ 50
6.	Program Meetings	\$ 380
7.	Promotional Items	\$ 1,000
8.	Printing	\$ 1,208
9.	Screening & Recruitment	\$ 1,088
	TOTAL	\$ 25,999

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

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Personal Services a) Salary		
1. Program Coordinator (Wendy Hunt)	\$52,004	The Program Coordinator serves as the point of contact for all general communication between the CSP and the Partnership. Program Coordinator is responsible for overseeing the daily management aspects of the Partnership; facilitating communication and feedback among Partnership collaborators; properly disseminating information or correspondence to collaborators in the Partnership; scheduling, arranging and running Partnership meetings; scheduling and running Work Group meetings and staff meetings; preparing and submitting semi-annual reports and other required program documents in a timely manner. Program Coordinator oversees program staff in decisions regarding case management as well as financial expenditures and outreach. Program Coordinator keeps track of the infrastructure budget and any expenditures, but also provides oversight to the Data Manager in reviewing clinical services expenses. With the help of staff and Partners, Program Coordinator will work on developing effective recruitment strategies to be implemented, and evaluated with emphasis on the priority population. Program Coordinator is responsible for working with the Partnership in order to utilize the expertise of each Partner in order to have a greater reach into the community and to maximize the CSP's effectiveness. Finally, Program Coordinator is charged with recruiting new providers and will assist with the orientation of new providers. Salary for 12 months is \$52,004.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017
To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
2. Case Manager (Lynda Kiefer)	\$16,727	The Case Manager works with the providers and partners to assist clients with alleviating any barriers that may prevent the client from keeping scheduled appointments, diagnostic evaluation, and if necessary, treatment. The Case Manager is responsible for assisting clients in receiving comprehensive, coordinated care in a timely manner based on individual needs. The Case Manager will develop individual written care plans, providing ongoing reassessment of the client's needs, develop linkages with community resources to connect clients to screening and treatment support services, and reassess the clients' needs throughout the duration of care, evaluating the clients' satisfaction. The Case Manager is a Designated Qualified Entity (DQE) and enrolls clients in the Medicaid Cancer Treatment Program. As such, she identifies barriers that may prevent a client from meeting with her for interview and she informs the client of documents needed for the application process. The Case Manager assists with outreach and recruitment efforts in the community. Salary for 4.5 months at 100% is \$16,727.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017
To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
3. Case Manager (Lynda Kiefer)	\$8,363	The Data Manager serves as the point of contact for all data-related communication between the CSP and the Partnership. The Data Manager is responsible for promptly submitting data via the CSP's web-based data system (Catalyst) for clients screened by a CSP provider and for whom reimbursement is requested for any clinical service. The Data Manager assures that data is submitted promptly and accurately on Catalyst in order to expedite payment to service providers and prevent clients from being billed for covered services. The Data Manager monitors the Partnership's clinical service budget and submits monthly billing reports to Program Coordinator so that she may prepare budget statements and request reimbursement from the State CSP for services provided to CSP clients. The Data Manager responds to all other data requests, providing information as needed. The Data Manager is a Designated Qualified Entity (DQE) and enrolls eligible CSP clients into the Medicaid Cancer Treatment Program. The Data Manager assists with outreach and recruitment efforts in the community. Salary for 4.5 months at 50% is \$8,363.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
4. Data Manager (Robin Potenski)	\$45,540	The Data Manager serves as the point of contact for all data-related communication between the CSP and the Partnership. The Data Manager is responsible for promptly submitting data via the CSP's web-based data system (Catalyst) for clients screened by a CSP provider and for whom reimbursement is requested for any clinical services. The Data Manager assures that data is submitted promptly and accurately on Catalyst in order to expedite payment to service providers and prevent clients from being billed for covered services. The Data Manager monitors the Partnership's clinical service budget and submits monthly billing reports to Program Coordinator so that she may prepare budget statements and request reimbursement from the State CSP for services provided to CSP clients. The Data Manager responds to all other data requests, providing information as needed. The Data Manager also handles Case Management matters as needed, when the Case Manager is not available. The Data Manager is a Designated Qualified Entity (DQE) and enrolls eligible CSP clients into the Medicaid Cancer Treatment Program. Salary for 12 months is \$45,540.
5. Public Health Coordinator (Melanie Adams)	\$2,430	The Public Health Coordinator provides direct supervision of the CSP. The Public Health Coordinator is also the liaison to the public for the Health Department. This includes working with the media to get out messages from the Health Department to the general public. The Public Health Coordinator meets with CSP staff and offers supervision and support in the work that the CSP is doing. The Public Health Coordinator spends about 25% of her time on CSP matters. Salary for 12 months is \$48,608. 25% of this is \$12,152. CSP will pay for 5% of her time: \$2,430.
b) Fringe	\$70,061	
2. Non Personal Services	Personal Services Subtotal	
a) Contractual Services	\$195,125	

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Professional Media Services - Advertising Contract b) Travel	\$12,149	Professional Media Services is contracted with the OCHD/CSP to provide advertising in the three counties. These funds will cover the cost of developing and airing advertisements to include email newsletters, internet advertising, direct mail, promotions as well as workshop development and implementation for workshops to employers. Website updates as needed with a CSP investment of \$450. E-blast newsletter with link to pre-register for services, to advertise events, and to offer information about cancer screening/awareness: CSP investment of \$1649. Digital billboard placement for October and March awareness and events: CSP investment of \$2,000. Internet marketing & Social Media Advertising planned via Ad Words, behavioral marketing and Facebook, with a spike in October and March for awareness and events: CSP investment of \$3,500. Direct Mail campaigns to employers: CSP investment \$3,000 printing and postage. New TV ad aimed at men using the assistance of a local male news anchor and one other local male: CSP investment of \$1,400. New print ad for October and January: CSP investment of \$150. Mass media placement – requesting for in-kind/PSA rotation during available inventory. Total CSP investment of \$12,149.
1. I conference in Albany	\$525	One possible trip to Albany for conferences with 3 people attending. 2 rooms at \$116 each: 2 x \$116= \$232. Meals at \$59 per person, per day: 3 x \$59 = \$177; mileage: 200 miles roundtrip at \$.535 = \$107; tolls = \$8.18 roundtrip.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
2. General mileage for outreach and meetings	\$2,322	Approximately 350 miles per month combined among 3 people: 350 x 12 x \$0.535 = \$2,247. This travel is for general outreach and meetings in Oneida, Herkimer and Madison counties. Round trip travel, tolls and parking for 1 Regional meeting in Syracuse is as follows: mileage = 112 x \$0.535 = \$59.92; Tolls = \$4.56; Parking = \$10.
e) Equipment		
Utilities		
1. Phone/Internet 185 Genesee St, 5th floor, Utica, NY 13501	\$1,380	\$23 per month X 5 lines = \$115 X 12 months = \$1,380. 5 lines total, for Program Coordinator, Case Manager, Intake, Data Manager and Fax.
e) Operating Expenses		
1. Copier/Printer/Fax/Scanner Lease	\$1,216	Our copier currently costs \$304.11 per quarter to lease. \$304.11 x 4 = \$1,216.44
2. Office Supplies	\$1,879	Ink cartridges for two printers, three times during the year: 3 x \$398 = \$1,194; 10 cartons of paper x \$26 = \$260. General office supplies (envelopes, labels, folders, tape etc) \$300. A new surge protector is needed for the new copy/fax/scanner = \$125.
3. Postage	\$800	2 boxes of 500 postage paid envelopes: 2 x \$300 = \$600; Additional mailings (certified mail, overnights, stamps etc)=\$200.
4. Newspaper Advertising	\$18,378	Advertising in local newspapers, covering 3 counties, during the 3 awareness months: October for breast cancer, January for cervical cancer and March for colorectal cancer. It is estimated that to advertise in all 3 counties for 4 weeks is \$6,126. This is in multiple newspapers. \$6,126 x 3 = \$18,378.
5. Registration/training	\$50	\$50 Membership fee for COMPASS group which is a group of professionals that works with seniors age 55 and older. This group promotes each other's businesses and programs and plans events to reach this population. Some of registration funds go to support a website that offers information on each member's services.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
6. Program Meetings	\$380	3 Partnership meetings per year 20 attendees x \$4 each = \$240. 7 Outreach Work group meetings, 10 attendees x \$2 each = \$140.
7. Promotional Items	\$1,000	These items will be pens that can be used at health events and distributed at provider offices. Pens are 2,500 x \$0.39 = \$975, \$25 set up fee.
8. Printing	\$1,208	Envelopes with CSP return address printed: \$10 per box (500 in a box) x 2 = \$20. Business cards twice/year for 2 people: \$9 x 2 x 2 = \$36; General printing of outreach materials: 3,600x \$0.32 = \$1,152.
9. Screening and Recruitment	\$1,088	We work with several partners to do a Human Pink Ribbon in October-\$463 to cover cost of some decorations and a pink item for attendees. The pink item is provided to the attendees to help make the ribbon pink. We will order 250 towels at \$1.25 each with a set up fee of \$50, for total cost of \$362.50. Cost of pink balloons for decoration is about \$100. This is a breast cancer awareness event whose attendance more than doubled since the first time we did it in 2015. It is attended by several local politicians, stakeholders, survivors and medical professionals. We have 2 brief speakers who both talk about the importance of screening and early detection. The advertising done by the CSP includes promotion of the program. Colorectal Cancer events to be determined: \$200. We will plan to hold an event for men, one in each county, at \$100 each: 3 x \$100 = \$300. Some health events ask for vendors to provide a door prize in lieu of a registration: 5 x \$25 = \$125.
10. 0	\$0	
12. 0	\$0	
13. 0	\$0	

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NARRATIVE JUSTIFICATION**

PROJECT NAME: Integrated Breast, Cervical, and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 4/1/2017

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
f) Other		
Non Personal Services Subtotal	\$42,375	
TOTAL	\$237,500	

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical and Colorectal Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: _____ Oneida County of _____

CONTRACT PERIOD: From: April 1, 2016

To: September 30, 2018

Project Service Region: ___ Oneida, Herkimer, Madison _____

Project Purpose: Promote comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations and coordinate the provision of integrated cancer screening services to eligible individuals, with an emphasis on priority populations throughout the designated service region.

Project Required Activities:

Program Management and Leadership- Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner. Oversee the collection of all data required by the NYSDOH.

Outreach – Develop outreach strategies and conduct activities to identify and engage priority populations and recruit clients for screening.

Partnerships – Collaborate and engage key partners, including New York State Of Health navigators, health, human service, education and other community organizations to support and contribute to screening program initiatives.

Public Education and Promotion - Educate and engage community members and organizational and government decision makers to build support for cancer prevention and control initiatives.

Policy Initiatives- Increase cancer screening rates for colorectal, breast and cervical cancers by promoting paid time off/flextime policies for cancer screenings among identified municipalities and/or organizations (required for 28 upstate contractors).

Provision of Health Services: Screening, Diagnostic and Case Management Activities - Develop a network of medical care providers throughout the service region to provide eligible men and women with comprehensive, guideline-concordant breast, cervical, and colorectal cancer screening and diagnostic services, and, when necessary, ensure access to treatment services.

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>Program management #1</p> <p>Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner.</p> <ul style="list-style-type: none"> Oversee the collection of all data required by the NYSDOH. 		<p>a. Promote CSP through education, advertisement and screening events. Promotion reviewed monthly and adjusted accordingly to reach the desired number of people. Track expenditures, both clinical and infrastructure, in Excel spreadsheets.</p> <p>b. Promote CSP through education, advertisement and screening events. Promotion reviewed monthly and adjusted accordingly to reach the desired number of people. Track expenditures, both clinical and infrastructure, in Excel spreadsheets.</p> <p>c. Program Coordinator will complete all work plans, budgets and reports with the help of staff and submit in standard format by due date to Regional Manager. Program Coordinator, Data Manager and Case Manager will oversee the collection of all data required by the NYSDOH.</p> <p>d & e. All SIF and FF entered into Catalyst as pending as soon as client is screened. As soon as reports are received, this information is also entered into Catalyst.</p> <p>f. On a monthly basis, Data Manager submits Monthly Billing Report to Program Coordinator who prepares vouchers for reimbursement and sends to Regional Manager.</p>	<p>a. ≥ 95% of federal clinical service funds expended</p> <p>b. ≥ 95% of state clinical service funds expended</p> <p>c. Annual work plans, budgets, reports and other program deliverables submitted accurately and on time</p> <p>d. ≥ 85% of Screening Intake Forms with timely submission</p> <p>e. ≥ 85% of Follow-Up Forms with timely submission</p> <p>f. Vouchers submitted on a monthly basis</p>

OBJECTIVE	BUDGET CATEGOR Y/ DELIVER ABLE (if applicable)	TASKS	PERFORMANCE MEASURES
Outreach #1 Increase the number of clients referred to program through client-oriented outreach strategies		a. Conduct outreach via group education at community organizations, clinical providers health settings and other events	i. Number of group education events ii. # of other client oriented outreach events
Outreach #2 Increase the number of clients referred to screening programs from health system partners and providers		a. Conduct outreach through strategic partnerships with social service organizations that work with CSP target populations or have a similar mission (Reaching the Hard to Reach)	i. # of new strategic partners by type ii. # of CBOs with written referral agreements iii. Number of people reached/referrals received
Partnerships #1 Increase the number of collaborative relationships with key partners to provide and promote utilization of cancer screening services at the population-level and among priority populations		a. Implement evidenced-based strategies (client, provider reminders, provider assessment and feedback, etc.) to identify and recruit clients within participating health care systems/providers b. Work with participating health systems to reduce structural barriers (non-traditional clinic hours, mobile mammography, provision of transportation, etc.) to cancer screening	i. # of health systems/providers where you implemented evidence-based strategies to recruit clients ii. # and type of locations where strategies were implemented iii. # of strategies implemented
Partnerships #1 Increase the number of collaborative relationships with key partners to provide and promote utilization of cancer screening services at the population-level and among priority populations		a. Collaborate with New York State of Health (NYSOH)	i. Development of new and maintenance of existing relationships with NYSOH navigators ii. # of joint outreach/recruitment activities iii. # of referral processes established

OBJECTIVE	BUDGET CATEGORY/DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
Public Education and Promotion #1 Increase community awareness and support for cancer prevention and control initiatives		b. Mobilize partners to assist in implementing all required activities (assistance with transportation, child care, meeting space, reimbursement of non-covered services, etc.)	i. # of collaborative partners ii. Type of partner contribution (e.g., transportation, screening promotion)
		a. Garner earned media (press releases, letter to the editor, print articles, social media posts, etc.) b. Disseminate paid mass media (paid television, print, radio, etc.)	i. At least 30 attempts to garner earned media (once per month) by September 30, 2018 ii. # of paid mass media iii. Number of people reached
Public Education and Promotion #2 Increase support for cancer prevention and control initiatives among key government decision makers and other key stakeholders		a. Educate government policy-makers and other key stakeholders b. Gather testimonials from program participants	i. At least 8 instances of educating government policy makers and key stakeholders (approx. once per quarter) by September 30, 2018 ii. At least 8 instances of testimonials collected (approx. once per quarter) by September 30, 2018

OBJECTIVE	BUDGET CATEGORY/DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>Policy Initiatives #1</p> <p>Increase the number of settings that offer paid time off or flex time for employees to obtain cancer screening</p>		<p>a. Conduct community education</p> <ul style="list-style-type: none"> • Garner earned media • Identify specific target audiences including municipal or organization employees or leadership, union organizations and leaders, etc. • Reach out to target audience with key messages via newsletters, payroll stub inserts, e-mails, in-house website, etc. <p>b. Mobilize communities</p> <ul style="list-style-type: none"> • Engage champions (organization that has adopted a policy, an employee who got screened due to new policy, another organization that believes in the cause) to write a letter to the editor, speak at an event, pitch a story to a local media outlet, etc. <p>c. Identify and engage organizational decision makers</p> <ul style="list-style-type: none"> • Provide technical assistance to municipalities or organizations to assist in the promotion of cancer screening policies as they are adopted. • Meet with employers and/or municipal leaders to assist them in adopting policies 	<p>i. At least four municipalities and/or organizations will implement new or updated paid time off/flextime policies for their employees to obtain breast, cervical and colorectal cancer screenings</p> <p>ii. At least 16 instances of earned media garnered (approx. two per quarter) by September 30, 2018.</p> <p>iii. Community members in target audience will be educated at least 8 times (approx. once per quarter) by September 30, 2018.</p> <p>i. Partners will generate earned media at least eight times (approx. once per quarter) by September 30, 2018.</p> <p>i. # and type of decision makers</p> <p>ii. At least four educational meetings with community organizations and/or municipalities on the benefits and importance of adopting paid time off for cancer screening policies will be conducted by September 30, 2018.</p>

OBJECTIVE	BUDGET CATEGORY / DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>Provision of Health Services: Screening, Diagnostic and Case Management Activities</p> <p>Objective #1</p> <p>Develop a network of medical care providers throughout the service region to provide eligible men and women with comprehensive, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, and, when necessary, ensure access to treatment services.</p>		<p>d. Educate government policy makers</p> <ul style="list-style-type: none"> • Schedule in-person meetings • Send a letter or invitation to events • Send a copy of earned media <p>e. Present information and materials at business leader organizational meetings</p>	<p>i. Communicate with local and/or state legislators at least eight times (approx. once per quarter) by September 30, 2018.</p> <p>a. $\geq 75\%$ of screening mammogram clients age 50 and older</p>
		<p>a. Provide screening opportunities to women via special events and Bassett Healthcare's mobile screening unit. Work through primary care offices to obtain referrals on women who are age 50 and older for mammography. Participate in community events aimed at women who are age 50 and older to offer CSP information. Work closely with the Federally Qualified Health Center in Utica and the Free Clinic in Oneida to ensure that they refer all eligible women ages 50 to 64 to the CSP for mammograms. Work through the CSP Outreach Work Group to implement events catering to women who are age 50 and older, providing information on breast cancer and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas.</p> <p>b. Whenever possible, a provider will be made available on the Bassett Mobile Screening Unit that can do Pap/pelvic exams</p>	<p>b. $\geq 20\%$ of initial program-funded Pap tests for women rarely or never screened for cervical cancer</p>

OBJECTIVE	BUDGET CATEGORY/DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>for eligible women when we do mobile screening events. Work with CSP providers that do Paps to identify & refer eligible women in their practices to the CSP for Pap/pelvic exams. Participate in relevant community events to provide information on the CSP and recruit this population. The outreach worker will be at the free clinic in Oneida every other month, to offer education on the importance of regular cervical screening and to enroll eligible women for Pap/pelvic exams. Work through the CSP Outreach Work Group to develop and offer events catered to women, providing information on cervical cancer and offering enrollment into the CSP for those who are eligible. Consult the NYS Cancer Control Plan and the Community Guide for ideas.</p>	<p>c. \geq 20% of clients who are male</p>
		<p>c. Staff will be at the free clinic in Oneida every other month to enroll eligible men for FITT kits and educate on the importance of regular colorectal screening. Work with CSP providers to identify self-pay men for FITT kit distribution. Participate in relevant community events to provide information on the CSP and recruit this population. Work through the CSP Outreach Work Group to develop and implement events catered to men's health where information on colorectal cancer and FITT kits will be offered to those who are eligible. Consult the</p>	

OBJECTIVE	BUDGET CATEGOR Y/ DELIVER ABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>Community Guide and the NYS Cancer Control Plan for ideas.</p> <p>d. Provide screening opportunities to women via special events and Bassett Healthcare's mobile screening unit. Work through primary care offices to refer men and women who are age 50 and older, for CSP services. Participate in community events aimed at men and women who are age 50 and older to offer CSP information and information about the importance of regular cancer screenings for people who are age 50 and older. Work closely with the Federally Qualified Health Center in Utica and the Free Clinic in Oneida to ensure that they refer all eligible men and women ages 50 to 64 to the CSP for services. Work through the CSP Outreach Work Group to develop and implement events catering to people who are age 50 and older, providing education and information and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas of events to promote cancer screenings.</p> <p>e. Staff will attend events in each county to recruit eligible people. Staff will meet with community organizations, employers, churches and more to offer CSP services to those residents. Mobile screening events will be offered and planned in each county. Staff</p>	<p>d. ≥ 75% of clients ages 50 to 64</p> <p>e. ≥ 15% of eligible population screened in each county</p>

OBJECTIVE	BUDGET CATEGORY/DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>will reach out to medical providers (both CSP and non-CSP) to encourage them to refer uninsured/underinsured people to the CSP.</p> <p>f. The Recall list in Catalyst is pulled one month ahead. Initially women are called to let them know that they are due for their screening, and to determine eligibility over the phone. If no response, a message is left. If the client does not return a call within 2 weeks, a letter is sent. If still no contact within another 2 weeks, a second letter is sent. If still no response in another 2 weeks, a final letter is sent via certified mail.</p> <p>g. The Recall list in Catalyst is pulled one month ahead. Initially clients are called to let them know that they are due for their screening, and to determine eligibility over the phone. If no response, a message is left. If the client does not return a call within 2 weeks, a letter is sent. If still no contact within another 2 weeks, a second letter is sent. If still no response within another 2 weeks, a final letter is sent via certified mail.</p> <p>h. All women screened who are 50 and older are offered all 3 screenings. Participate in relevant community events to promote the CSP and recruit women eligible for comprehensive screenings. Staff will be at the Free Clinic in Oneida every other month to enroll eligible women for comprehensive</p>	<p>f. $\geq 60\%$ of women rescreened by mammogram within 24 months</p> <p>g. $\geq 60\%$ of clients rescreened by fecal test within 10-14 months</p> <p>h. $\geq 50\%$ of women age 50 and older with comprehensive cancer screening</p>

OBJECTIVE	BUDGET CATEGOR Y/ DELIVER ABLE (if applicable)	TASKS	PERFORMANCE MEASURES
		<p>screenings and educate on the importance of regular breast, cervical and colorectal screenings. Work through the CSP Outreach Work Group to develop and implement events catering to women, providing information on all three cancers and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas.</p> <p>i. Case Manager discusses results with the provider and once the client is aware of the findings, contacts the client to offer case management services. Deputy Director of Health reviews reports as needed and provides clinical oversight. Case Manager assesses barriers, discusses options and develops a plan of care with each client. Case Manager makes appointments for follow-up within 72 hours of receipt of report.</p> <p>j. Case Manager discusses results with the provider and once the client is aware of the findings, contacts the client to offer case management services. Deputy Director of Health reviews reports as needed and provides clinical oversight. Case Manager assesses barriers, discusses options and develops a plan of care with each client. Case Manager makes appointments for follow-up within 72 hours of receipt of report.</p>	<p>j. \geq 75% of abnormal breast screenings with timely follow-up</p> <p>k. \geq 75% of abnormal colorectal screenings with timely follow-up</p>

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

September 28, 2017

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

FN 20 12 - 392
HEALTH & HUMAN SERVICES
WAYS & MEANS
Reviewed and Approved for submission to the
Oneida County Board of Legislators by:
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 10/12/17

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for your review and approval.

This Agreement with Rescue Mission of Utica, Inc., located at 212 Rutger Street, Utica, New York, is for Representative Payees for Adult Protective Services. This service includes financial management, required home visits, and all other Protective Services requirements as mandated for the protection of the most vulnerable adults in our County.

The Department has a legal requirement to accept the responsibility of representative payee or protective payee on behalf of an SSI/SSA client, referred by Social Security, if no other resources are available. The Department has the statutory responsibility to provide or arrange for the provision of Protective Services for Adults. This service was sent out for RFP in 2015 and the Rescue Mission of Utica, Inc. was the sole responder.

The Agreement runs from January 1, 2018 through December 31, 2019 with a budget of \$142,112.00. The local cost for this effort is 27.18% or \$38,626.04. This Agreement allows for a caseload of 40 individuals.

I am requesting that this Agreement be forwarded to the Board of Legislators for review and approval.

Thank you for your consideration.

Sincerely,

[Signature]

Lucille A. Soldato
Commissioner

LAS/vlc
attachment



35203

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent X

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Rescue Mission of Utica, Inc.
212 Rutger Street
Utica, New York 13501

Title of Activity or Services: Representative Payee for Adult Protective Services.

Proposed Dates of Operations: January 1, 2018 through December 31, 2019

Client Population/Number to be Served: 40 persons requiring Adult Protective Services

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental or physical impairments, are unable to meet their essential needs for food, shelter, clothing or medical care. These individuals cannot secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation, are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals, and have no one available who is willing and able to responsibly assist them.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provides financial management services (payments to creditors, passbook savings account, emergency funds etc.) to mentally, developmentally and/or physically disabled clients. Also provides case management services to these individuals ensuring basic needs for food, clothing and shelter are met. The service helps to decrease emergency room visits and psychiatric admissions within the population.

2). Program/Service Objectives and Outcomes

Outcome: Individuals classified as in need of Adult Protective Services will receive community based services/assistance to enable them to remain in the least restrictive level of care, for as long as possible.

Performance: All individuals receiving Adult Protective Services will receive on going assessment and monitoring to ensure that all the identified needs will be met and emerging concerns will be addressed. These services include but are not limited to case planning, casework counseling, emergency assistance, advocacy and referral, financial management, home visiting and transportation.

3). Program Design and Staffing Level: Case managers provide monthly home visits in addition to visits in the Community, twenty-four hour emergency on call services.

Total Funding Requested: \$142,112.00

Oneida County Dept. Funding Recommendation: \$142,112.00 Account # A6070.49551

Mandated or Non-mandated: Mandated service

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

Federal	38.39 %	\$ 54,556.80
State	34.43 %	\$ 48,929.16
Local	27.18 %	\$ 38,626.04

Cost Per Client Served:

Past performance Served: The Provider has provided this service since November 1, 2011. The cost of the contract for this service in 2017 was \$71,056.00.

O.C. Department Staff Comments: This service was sent out for RFP beginning in 2015 and the Department received one response which was Rescue Mission of Utica, Inc.

AGREEMENT

THIS AGREEMENT, made and entered in to by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter called "County"), through its Department of Social Services (hereinafter called "Department"), and Rescue Mission of Utica, Inc., a domestic not-for profit corporation organized and existing under the laws of the State of New York, with its principal place of business at 212 Rutger Street, Utica, New York 13501 (hereinafter called "Contractor").

WHEREAS, the Department is in need of financial management Representative Payee services for the adult population who are unable to live safely in the community without assistance; and

WHEREAS, the Department has the need for financial services for individuals eligible for adult protective services; and

WHEREAS, the Contractor responded to a Request for Proposals issued by the Department, and the Contractor is qualified and able to provide such services; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, IT IS IT IS AGREED BETWEEN THE CONTRACTOR AND THE DEPARTMENT AS FOLLOWS:

Section I: DEFINITIONS

- A. Protective Services for Adults (PSA) are provided to individuals 18 years of age and older who, because of mental or physical impairments, are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation, are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals, and have no one available who is willing and able to assist them responsibly.
- B. The Department has the statutory responsibility to provide or arrange for provision of PSA.
- C. Eligibility criteria shall include adults in need of financial services who are unable to live safely in the community without assistance, as determined by the Department.

Section II: TERM OF AGREEMENT

- A. Performance under this Agreement shall commence on January 1, 2018 and shall terminate on December 31, 2019.
- B. The option to renew this Agreement is at the sole discretion of the County and the

Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement. It is understood and agreed that the Department shall not be obligated to extend or renew the terms of this Agreement.

Section III: SCOPE OF SERVICES

- A. The Contractor agrees to provide a Representative Payee services program (Services) located in Utica and Rome for a maximum of forty (40) persons at any one time for the adult population who are unable to live safely in the community without assistance. Referrals shall be provided by the Department, who have open cases for individuals in need of PSA and who have been rendered unable to handle their own finances. The Contractor agrees to maintain a no-refusal policy provided the number of individuals who are in need of PSA does not exceed forty (40) persons at any one time.
- B. The Contractor agrees:
1. To place on file with the Department a financial management plan in compliance with Informational Letter 92-INF-40 and the guidelines set forth in the attached Addendum I;
 2. To maintain financial records in accordance with State, Federal, and local laws and regulations and to allow the Department to review financial records at their discretion;
 3. To screen program referrals from the Department on the day of referral, attached as Addendum III;
 4. To meet with a Department caseworker and client within five (5) days after referral is made;
 5. To provide at least two (2) hours per month of counseling to each client per the program description relative to financial management;
 6. To provide a visit to all PSA clients in their homes at least once per calendar month or more if deemed necessary by the assigned Department caseworker;
 7. To meet with the Department to discuss the client's status and progress when deemed necessary by the Contractor, or upon reasonable request by the Department;
 8. To contact the Department immediately upon Contractor's discovery, during the course of its duties, of any changes in the client's situation which may require intervention by the Department;
 9. To provide monthly status and/or progress reports to the assigned Department caseworker on all clients, said reports to indicate the current financial and personal situation as required by law, rule or regulation. This will be sent to the Adult Services Unit at the Department to become part of the client's case record;

10. To provide the Department with an agreement for each client in receipt of PSA indicating the Contractor's willingness to complete the requirement for monthly home visits per NYCRR Part 457.5(2) of the regulations;
11. To provide progress notes to the Department which shall become part of the case record as required by law, rule or regulation. Progress notes are to be recorded as soon as possible but no later than seven (7) days from the date of the event. Progress notes are to be written per the guidelines established in Administrative Directive 96 ADM-18 (96 ADM-18) on the Department approved Monthly Status Report (attached as Addendum II). Progress notes will indicate date, time, situation of the required home visits and the discussions of the visits shall refer to the established services plan;
12. Ensure that the Contractor's staff has the training necessary to provide the Services, and cooperate with the Department with regard to suggested training. However, the Contractor shall have final decision-making power with regards to the training of its employees;
13. To provide a closing narration at the time of case closure;
14. To visit PSA clients in residential care per the requirements outlined in 96 ADM-18;
15. To complete PSA Assessment/Services Plan Review and Updates (DSS-3603) per the requirements of 96 ADM-18, following the initial assessment by the Department;
16. To attend service planning meetings as reasonably requested by the Department, on a case by case basis;
17. To assist the Department in the location of appropriate housing on an emergency basis through client evaluation.

C. The Department agrees:

1. To provide written referral for the Contractor on appropriate clients, including a copy of the initial PSA Assessment/Services Plan (DSS-3603), an example of which is attached as Addendum III;
2. To meet with the client and the Contractor's staff to finalize the referral;
3. To review all client status reports;
4. To visit the client according to the mandates when the Contractor indicates that the situation has changed and PSA are indicated. Contractor contacts with clients shall not be substituted for Department caseworker contacts except where such substitution is explicitly authorized by law, rule or regulation;
5. To update the PSA Assessment/Services Plan whenever the Department determines

that the existing plan requires significant changes.

D. The parties agree that the goals of the Services shall be:

1. Outcome: Individuals classified in need of PSA shall receive community based services/financial management assistance to enable them to remain in the least restrictive level of care, for as long as possible.
 - i. Performance: All individuals receiving PSA shall receive ongoing assessment and monitoring to insure that all the identified needs will be met and emerging concerns will be addressed. These services include but are not limited to case planning, casework counseling, emergency assistance, advocacy and referral, financial management, home visiting and transportation.
 - ii. Measurement: 100% of the PSA clients shall receive, minimally, a monthly home visit to assess client's current living situation and assure client safety and well-being.
 - iii. Measurement: 100% of the PSA clients shall have a face to face contact within 5 days of referral date.
 - iv. Measurement: 75% of the clients in receipt of PSA will be able to reside in the least restrictive level of care as determined by the Department's supervisory case review.
 - v. Measurement: 100% of the PSA cases will be monitored by the Department, with the assistance of the Contractor through collateral contacts with other service providers and/or individuals in a "Position to know", in order to ensure ongoing evaluation and assessment of the individual's current status and functioning.

E. The Parties further agree that the liaisons for this program shall be:

1. For the Department – Donna Pellegrino.
2. For the Contractor – Michael Dow

F. The Department and the Contractor shall meet as is reasonably necessary, but at least quarterly, to review any programmatic and systemic issues, as well as to evaluate the program. The Contractor agrees to send in Quarterly Contract Reports to the Department's Contract Administrator every three (3) months to evaluate and provide program direction. Each three (3) month review shall indicate client Name, Address, Social Security number, Department's Case number, Referral Date, Birth Date, Current Status, disability, indicating primary disability, dates and reason for termination of any terminated cases.

G. All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services

Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Part 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder, and the same shall not be disclosed except as authorized by law. All files pertaining to this Agreement shall continue to be maintained in a locked file.

- H. If the Contractor or its staff, in the performance of its duties under the terms and conditions of this Agreement, observe negative living conditions in the residences visited, the Contractor shall report those conditions to the responsible code enforcement agency for the municipality in which they are located or to the Department if the municipality has no code enforcement agency.
- I. The Contractor and the Department will develop a program portfolio, which shall detail statistics and programmatic information.
- J. This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

Section IV: PERFORMANCE OF SERVICES

- A. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- B. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Department, and the Department shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the Department, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
- C. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.

Section V: INDEPENDENT CONTRACTOR STATUS

- A. It is expressly agreed that the relationship of the Contractor, and its Assistants, to the Department shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or

health benefits. The Contractor and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

- B. Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- C. The Contractor and its Assistants shall not be eligible for compensation from the County 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.
- D. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- E. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- F. The Contractor and its Assistants shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- G. If the Internal Revenue Service, Department of Labor, 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.
- H. 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.

Section VI: REIMBURSEMENT AND CLAIMING PROCEDURES

- A. Payment shall be issued in monthly installments, as detailed below, upon submission of a

County voucher indicating current caseload listing and expenditure reports.

B. The Contractor shall be compensated as follows:

1. Total payment by the County to the Contractor from January 1, 2018 through December 31, 2018 shall not exceed \$71,056.00. The same shall be payable in monthly installments as follows:
 - i. Monthly payment for the months of January 2018 through November 2018 shall be \$5,921.33;
 - ii. Monthly payment for the month of December 2018 shall be \$5,921.37.
2. Total payment by the County to the Contractor from January 1, 2019 through December 31, 2019 shall not exceed \$71,056.00. The same shall be payable in monthly installments as follows:
 - i. Monthly payment for the months of January 2019 through November 2019 shall be \$5,921.33;
 - ii. Monthly payment for the month of December 2019 shall be \$5,921.37.

C. Maximum amount to be paid for the full term of this Agreement shall not exceed \$142,112.00

Section VII: INSURANCE AND INDEMNIFICATION

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A-(excellent) rating by A.M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury.
 - ii. Oneida County and all other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

2. Automobile Liability

- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
- ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

3. Commercial Umbrella

- i. Umbrella limits must be at least \$5,000,000.
- ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

4. Workers' Compensation

- i. Statutory limits apply.

5. Bonding Insurance

- i. The minimum amount of Bonding Insurance to be based on the amount of money Contractor is handling for beneficiaries on a monthly basis, plus conserved funds on hand.
- ii. Said bond shall cover embezzlement or theft by officers / owners and employees.
- iii. The County of Oneida shall be named as an additional insured on a primary, non-contributory basis, and shall be given thirty (30) days written notice prior to termination or lapse of such bond.

B. Waiver of Subrogation: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a

copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

Section VIII: EXPENSES

- A. Contractor is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

Section IX: TRAINING

- A. Contractor shall not be required to attend or undergo any training by the Department. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

Section X: ADVICE OF COUNSEL

- A. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

Section XI: 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.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: _____

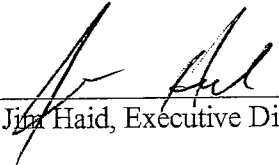
Oneida County: _____
Anthony J. Picente Jr., County Executive

Approved: _____
Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 10/9/17

Rescue Mission of Utica, Inc.: _____

Jina Haid, Executive Director

ADDENDUM I

REP-PAYEE FINANCIAL MANAGEMENT PLAN

- IAW-U.R.M. Rep-Payee Proposal, each screened and referred client will operate from their own individual Budget Plan (Appendix 1).
- Monthly Status Reports (Appendix 2) will be submitted on all clients.
- All funds will be deposited into a central bank account and stamped deposit tickets placed on file.
- All disbursements will be made by check. Arrangements will be made by the check's drawer with the bank (payee) to cash the check, if the drawee so desires to cash the check there.
- Each client will have their own T - 53B account for recordings of disbursement and deposits.
- Those clients who have received retroactive account payments of SSI or have accumulated sizable balances in their T-53B accounts will have individual savings and burial accounts established in their names.
- The following records will be kept and available for DSS inspection at The Contractor:
 - a. Deposit slips;
 - b. Canceled checks;
 - c. Check Book Record;
 - d. Journal of all transactions;
 - e. Form T-53B (Appendix 3):
 - (1) Accounts Receivable on each client (#1 -#20);
 - (2) Accounts Payable on each client (#1-#20);
 - F. Record of Interest Received;
 - g. Record of Interest Payable (#1-#20);

ADDENDUM # II
MONTHLY STATUS REPORT

Report Period: _____

Client's Name: _____

Client's Address: _____

Client's Current Financial Situation

(a) Previous Report Balance _____

(b) Report Period Balance _____

(c) Explanation (if necessary) _____

Client's Current Personal Situation _____

Counselor's Comments: _____

Submitted by: _____ Date: _____

(Name)

Phone: _____

(Organization)

ADDENDUM # III

REFERRAL FORM

TO: RESCUE MISSION OF UTICA

FROM: ONEIDA COUNTY DEPARTMENT
of SOCIAL SERVICES

CASE NAME; _____ DATE: _____

ADDRESS: _____ DATE OF BIRTH: _____

TELEPHONE: _____ SOCIAL SECURITY #: _____

LIVING ARRANGEMENTS:

_____ Owns Home _____ Lives Alone _____ Rental

_____ Lives with Others _____ Lives in Congregate Setting

Specify:

COMMENTS:

RESOURCES/BENEFITS/ASSETS:

<u>1. Income Source</u>	<u>Monthly Amt. \$</u>	<u>Benefits</u>
Social Security	_____	() Medicare Part A
SSI	_____	() Medicare Part B
VA Pension	_____	() Medicaid
Railroad Retirement	_____	() Food Stamps
Other Pension	_____	() HEAP
Public Assistance	_____	() Health Insurance
Other	_____	()
TOTAL:		

CURRENT BUDGET SHEET ATTACHED:

PERSONAL APPEARANCE:

PHYSICAL HEALTH:

MENTAL HEALTH;

MEDICATION:

OTHER SERVICE PROVIDERS:

RELATIVES, FRIENDS, OTHER INFORMAL SUPPORTS:

OTHER COMMENTS:

SIGNED:

_____ Caseworker

Supervisor

Appendix I

Being a payee does not give you authority to:

- Use a beneficiary's money for anything other than the beneficiary's needs;
- Spend a beneficiary's funds in a way that would leave him or her without necessary items or services (housing, food, clothing, medical care);
- Deposit a beneficiary's money in your or another person's account or your organization's operating account;
- Lend beneficiary's money to anyone else, including other beneficiaries you service (this includes using funds held in a collective account to make up a shortfall when a beneficiary's expenses exceed his/her ownership interest in the account);
- Use a beneficiary's "dedicated account" funds for purposes not related to the beneficiary;
- Keep the beneficiary's conserved funds if you are no longer the payee.

APPENDIX II

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 III
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. If the Department should determine that the Contractor 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 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.

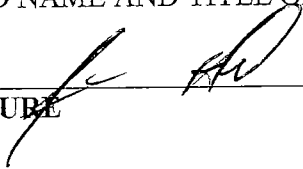
Rescue Mission of Utica, Inc.

NAME OF CONTRACTED AGENCY

Jim Haid, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

10/19/17

**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 IV

THIS ADDENDUM, entered into on this 1st day of January , 2018 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, and 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. Executory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 indicted 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 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. Workers' 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.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

September 25, 2017

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

FN 20

17-398

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

[Signature]
Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

Date 10/25/17

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

The Purchase of Services Agreement with the Utica Police Department provides one full-time Law Enforcement Coordinator specially trained in the Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the Center and act as the liaison between the Child Advocacy Center and their respective agency.

The Child Advocacy Center was established in 1990 in response to the multidisciplinary approach to the investigation of child sexual abuse and physical abuse. The multidisciplinary team is located at the Center and includes Child Protective Services, medical providers, victim advocates, counseling, law enforcement, and the District Attorney's office.

This Agreement is scheduled to become effective January 1, 2018 through December 31, 2018. The total cost is \$114,756.00, with a local share of \$57,378.00.

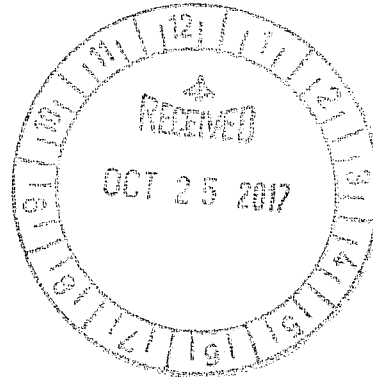
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

[Signature]

Lucille A. Soldato
Commissioner

LAS/vlc
Attachment



19001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____ X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica
1 Kennedy Plaza
Utica, New York 13502

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: 1/1/2018-12/31/2018

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Multidisciplinary team which provides on-site law-enforcement, caseworkers, victim advocacy, scheduled medical examinations, and counseling to child victims of sexual abuse. The contract allows for one (1) Police Officer from the Utica Police Department to act as a Law Enforcement Coordinator dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Contractor provides a Law Enforcement Coordinator for the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers, and counseling and advocacy.
- Provides a coordinated approach of reported Child Sexual Abuse cases that are indicted, prosecuted, and convicted.
- Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

3). Program Design and Staffing Level:

One (1) Full-time Law Enforcement Coordinator provided by the Utica Police Department who will work with a multidisciplinary team consisting of two (2) part-time Law Enforcement Coordinators provided by the Oneida County Sheriff's Department, one (1) Full-Time Law Enforcement Coordinator provided by the Rome Police Department, and one (1) Child Advocacy Administrator provided by the Oneida County Sheriff's Department.

Total Funding Requested: \$114,756.00

Oneida County Dept. Funding Recommendation:

Account #: A6011.49537

Mandated or Non-mandated Service: Mandated to have a multidisciplinary team.

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

Federal	\$	0
State	\$	57,378.00
County	\$	57,378.00

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Utica Police Department as part of the Child Advocacy Center since 1990. The Department's 2017 total cost of this contract was \$118,284.64.

O.C. Department Staff Comments: The Department is satisfied with the provider's services.

AGREEMENT

THIS AGREEMENT, made and entered in to by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "County"), through its Oneida County Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "Department"), and The City of Utica, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 1 Kennedy Plaza, Utica, New York 13502, through its Police Department located at 413 Oriskany Street West, Utica, New York 13502 (hereinafter referred to as the "Contractor").

WHEREAS, the County and the Department have need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse; and

WHEREAS, the County and the Department have received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

WHEREAS, the Department is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Utica Police Department; and

WHEREAS, the CAC grant funding allows for training of LECs; and

WHEREAS, the Contractor has the interest and capability to provide an LEC; and

WHEREAS, the Contractor desires to participate in the CAC by and through its Police Department;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE CONTRACTOR AS FOLLOWS:

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2018.
2. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely to the CAC for forty (40) hours per week.

2. The LEC shall facilitate and assist the CAC in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall be the liaison between the CAC, the Utica Police Department, the Department and the District Attorney's Office (DA) in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall be responsible for the following:
 - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
 - i. Be the contact person for law enforcement agencies with questions about proper procedure in MDT cases;
 - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
 - iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
 - B. Act as a liaison between the CAC, the DA, the Department, and various law enforcement agencies in matters relating to MDT cases:
 - i. Develop and maintain professional working relationships with all County agencies;
 - ii. Confer with police agencies about the status of the criminal investigation of MDT child abuse cases;
 - iii. Confer with the DA regarding the status of MDT case prosecutions; and
 - iv. Work with partner agencies to resolve issues involving the criminal aspect of MDT child abuse cases.
 - C. Keep current on issues relevant to position and take part in training opportunities when able, at the Contractor's discretion.
 - D. Work collaboratively with other CAC staff and MDT members.
 - E. Compile and keep current a list of contact information for local police agencies and team members.

- F. Perform all duties with sensitivity to the confidential nature of MDT child abuse cases.

- G. Contractor agrees that the police officer assigned to the role of LEC as part of the CAC, shall:
 - i. Investigate allegations of the sexual abuse of children;
 - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Utica Police Department Manual;
 - iii. Interrogate suspects and interview possible witnesses at the discretion of, and under the direction of the DA;
 - iv. Gather and process evidence on cases assigned to LEC;
 - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
 - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill their duties under this Agreement, and assist in developing the methods and means for operation of the CAC; and
 - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement, as deemed appropriate by the Contractor.

- H. The Parties hereto agree to work together to meet the following goals:
 - i. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers, Rape Crisis, and the DA;
 - ii. Increase the percentage of reported child sexual abuse cases that are indicted, prosecuted and convicted;
 - iii. Decrease the number of necessary interviews with child victims;
 - iv. Decrease the level of trauma to child victims and secondary victims;
 - v. Maintain a child-oriented interview setting;
 - vi. Maintain accurate records of reports, arrests, prosecutions, and convictions;
 - vii. Provide on-going training; and
 - viii. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

III. PERFORMANCE OF SERVICES

- 1. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. Contractor shall use Contractor's best efforts to perform the services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the

same.

2. Contractor acknowledges and agrees that Contractor and its subcontractors have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. Neither the Contractor, nor its employees or subcontractors, shall be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor and its employees and subcontractors, in accordance with their status as an Independent Contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Neither the Contractor, nor its employees or subcontractors shall be eligible for compensation from the County 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.
3. Contractor acknowledges and agrees that neither Contractor, nor its employees or subcontractors, shall be eligible for any County employee benefits, including retirement membership credits.
4. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor, or its employees or subcontractors, under this Agreement, and for compliance with all applicable labor and employment requirements, and with respect to the employees or subcontractors, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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). Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
5. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, 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.

7. 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.

V. EXPENSES

1. Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. TRAINING

1. Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings which allow an officer to work in the CAC. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings which allow an officer to work in the CAC, which will be paid for directly by the County, as allowable under the CAC grant.

VII. REIMBURSEMENT

1. The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. Certified copies of the assigned LEC's official time sheets will be attached to said vouchers. Any other documentation required by the Department to show the actual cost incurred by the Contractor shall be provided.
2. The Department shall reimburse the Contractor one hundred percent (100%) of the cost for the services of the assigned LEC. The Contractor has represented to the County that the total annual cost of the LEC to the Contractor is \$114,756.00. The County shall reimburse the Contractor one hundred percent (100%) of the actual costs as represented herein, and said reimbursement shall not exceed \$114,756.00 for the duration of this Agreement. Any actual cost incurred by the Contractor above and beyond \$114,756.00 shall be the sole responsibility of the Contractor.
3. Any time spent by the assigned LEC relating to matters not included in this Agreement without the prior approval of the CAC Administrator shall not be reimbursed.
4. Any expenses or financial obligations made by the LEC without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;
5. The rate of pay and fringe benefits shall comply with the provisions of the active Police

Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that the actual cost of the assigned LEC to the Contractor is increased by a newly negotiated PBA Agreement, the Contractor shall submit a copy of the newly applicable PBA Agreement to the Department, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor one hundred percent (100%) of the new cost.

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. The Contractor may satisfy these requirements by proof of self-insurance.
 - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate;
 - i. CGL coverage shall be written in ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury;
 - ii. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations;
 - b. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
 - c. Professional Law Enforcement Liability Insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

- d. Workers' Compensation and Employers Liability;
 - i. Statutory limits apply.
2. Waiver of Subrogation: Contractor waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Professional Law Enforcement Liability or Workers' Compensation maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
4. Indemnification: The Contractor agrees that it shall defend, indemnify and hold harmless 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 negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

IX. RECORDS

1. At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Contractor shall provide all authorized representatives of the County, the Department and the State or federal government with full access to all records relating to the Contractor's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

X. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

XI. TRANSFER OF AGREEMENT

1. Neither the Contractor nor the Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

XII. ENTIRE AGREEMENT

1. The Contractor and the Department agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement.
2. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect.
4. Said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.
5. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede 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.

XIII. ADVICE OF COUNSEL:

1. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

City of Utica: _____

Robert M. Palmieri, Mayor

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 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 subparagraph 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 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, 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 NYS DSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

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

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

- d. All information contained in the Contractors, or its 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
City of Utica # 19001
Child Advocacy Center Participation 1/1/18-12/31/18

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 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

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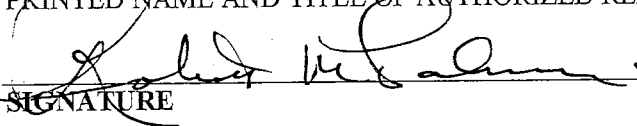
Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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.

City of Utica
NAME OF CONTRACTED AGENCY

Robert Palmieri, Mayor
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

10/17/17
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: _____

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of 1st January, 2018 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, and 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. Executory 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 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:

*City of Utica
Child Advocacy Center Participation*

*# 19001
1/1/18-12/31/18*

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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 indicted 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 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. Workers' 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

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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.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



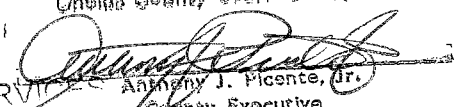
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

October 4, 2017

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

FN 20 17-395 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
Date 10/17/17
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators. The Agreement is with Kids Oneida, Inc. for operation of the Step Down Program.

The services will be a scaled back wrap around model with less intense service and lower cost than the Kids Oneida Program. The children entering the Step Down Program will be selected from the high cost residential care and Kids Oneida Program. This program will create a less intense, less costly option for the entire service system forcing residential care institutions and Kids Oneida to expedite cases through the system. The Step Down Program will continue to reduce the cost of out-of-home placements by appropriately placing the identified children in a lower level of care.

The services are paid at a rate of \$1,195.00 per month, per child with a maximum of 40 slots for the term of January 1, 2018 through December 31, 2019. The two-year contract maximum cost is \$1,147,200.00 with a local cost of 27.18 % or \$311,808.96.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/vlc
Attachment



23803

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Kids Oneida, Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Step Down Program

Proposed Dates of Operations: January 1, 2018 – December 31, 2019

Client Population/Number to be Served: 40 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Kids Oneida, Inc. will provide children with a scaled back wrap-around model of the Kids Oneida Program. Children will have a service coordinator and service providers on a less intensive basis and lower cost than the Kids Oneida Program.

2). Program/Service Objectives and Outcomes -

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.
Performance: Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.
Outcome #2: Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out-of-home placement or to prevent a movement to a more restrictive level of care for children currently in placement.
Performance: Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out-of-home placement or prevent a child from requiring a higher level of care.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: Maximum amount \$573,600.00 in 2018
Maximum amount \$573,600.00 in 2019
Total: \$1,147,200.00

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 440,410.08
State	34.43 %	\$ 394,980.96
County	27.18 %	\$ 311,808.96

Cost Per Client Served: \$1,195.00 per month per child per the term of the agreement

Past performance Served: This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home. The Contractor was paid \$ 1,172.00 per child per month at a cost of \$516,875.37 for the period January through December 2016.

O.C. Department Staff Comments:

The Step Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Transition youth from the regular higher cost Kids Oneida Program to the reduced cost Step Down program as the youth progresses.
- Kids Oneida, Inc. will identify children who can move directly from High Cost Residential Care to the Step-Down option of Services.

THIS IS AN AGREEMENT, by and between ONEIDA COUNTY a municipal corporation existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, THROUGH ITS DEPARTMENT OF SOCIAL SERVICES (hereinafter called the Department), and KIDS ONEIDA, INC., a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law, having its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including Preventive Services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the Preventive Services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these Preventive Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I: DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive Services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a Family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Section when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management is defined as the responsibility of the Department to authorize the provision of Preventive Services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy, and legal services. Case Planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing Casework Contact as defined in paragraph (4) of this Section. Case Planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts is defined as:

(i). Individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians constitutes Preventive Services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and Family's service plan.

(5). Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist, or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Section.

(6). Day Care Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(7). Day Services to Children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency Cash or Goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter is defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a Family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services is defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

SECTION II: TERM AND TERMINATION OF AGREEMENT

(1). The term of this Agreement shall be from January 1, 2018 through December 31, 2019.

(2). This Agreement can be terminated with a 30 day written notice by either party.

SECTION III: SCOPE OF SERVICES

(1). It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this Section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(3). The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving client eligibility in accordance with 18

NYCRR Section 423.3 and approving child service plans.

(4). The Contractor agrees to provide Preventive Services in accordance with the program narrative and rates of payment described in Appendix B of this Agreement.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(6). The Contractor and the Department agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from its statutory or contractual obligations to continue to provide Preventive Services for the child or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix B of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor will review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV: PERFORMANCE OF SERVICES

(1). The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Preventive Services. The Contractor shall use the Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the location, method, details and means of performing the Preventive Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

(2). The Contractor may, at the Contractor's own expense, employ or engage the services of

such employees, partners and/or subcontractors as allowed pursuant to Section VIII, paragraph 5 of this Agreement, as Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

(3). The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

SECTION V: BOOKS, RECORDS AND REPORTS

(1). The Contractor will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her Family, in addition to other recipients of service involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(2). All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(3). The records of individual recipients of services shall be made available to the Department upon request for consultation or review.

(4). The Contractor will maintain statistical records as required by the Department and will furnish such data at times prescribed by and on forms supplied by the Department.

(5). The Contractor agrees to maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

(6). The Contractor agrees to retain all books, records and other documents relevant to this

Agreement for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraph 3, 4, 5 and 6 of this Section, and until the expiration of (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day to day provision of Preventive Services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

(2). The Contractor will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this Agreement.

(3). The Contractor agrees to provide the services described in Appendix B of this Agreement at the principal location of:

KIDS ONEIDA, INC. (Step Down),
310 MAIN STREET, UTICA, NEW YORK 13501

and agrees to provide the Department written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address.

(4). The Department agrees to notify the Contractor with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving Preventive Services from the Contractor.

SECTION VII: FAIR HEARINGS

(1). The Department shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department will also inform applicants for or

recipients of Preventive Services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the decision. The Contractor upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION VIII: ACCOUNTABILITY

(1). The Department will establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those Local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice a year to discuss the Contractor's services purchased by the Department. This shall include but not be limited to such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance to Agreement requirements.

(4). If the Contractor significantly does not conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION IX: COMPLIANCE WITH LAW

(1). The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X: TERMINATION OF AGREEMENT

(1). This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(2). In addition to the termination provisions set forth in Paragraph 1 supra, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or Local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(3). When an agreement is to be terminated pursuant to Paragraph 1 and 2 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty (30) days from the date of notice. In any event, the effective date of

termination shall not be later than the Agreement expiration date.

(4). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 2 supra, the Department will arrange for the transfer to another Contractor of all public charges then served in the Contractor. In order to reimburse that Contractor for all public charges not transferred by the effective date of termination, the Department and Contractor will negotiate an extension of this Agreement prior to the date of termination.

(5). The Contractor shall comply with all Department close-out procedures, including but not limited to: account for and refund to the Department pursuant to this Agreement; not incur or pay any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmit to the Department or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement.

SECTION XI: INDEPENDENT CONTRACTOR STATUS

(1). It is expressly agreed that the relationship of the Contractor, and its Assistants, to the County shall be that of an Independent Contractor. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(2). The Contractor warrants and represents that that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

(3). The Contractor's Assistants shall not be eligible for compensation from the County 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.

(4). The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

(5). The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with

respect to the Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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 shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(6). The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(7). If the Internal Revenue Service, Department of Labor, 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.

(8). 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.

SECTION XII: REIMBURSEMENT AND SERVICE FEES

(1). The Department shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, if applicable, as set forth in Appendix B of this Agreement and in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.

SECTION XIII: INSURANCE AND INDEMNIFICATION

(1). The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

(i). Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

(a) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

(b). Abuse and Molestation coverage must be included.

- (c). Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- (ii). Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
 - (a) Coverage for review of cases and resulting professional assessment.
 - (b) Coverage for abuse and molestation.
 - (iii). Workers' Compensation and Employers Liability
 - (a) Statutory limits apply.
 - (iv). Automobile Liability
 - (a). Business Auto Liability with limits of at least \$1,000,000 each accident.
 - (b). Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - (c). Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
 - (v). Commercial Umbrella
 - (a). Umbrella limits must be at least \$5,000,000.
 - (b). Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - (c). Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, Workers' Compensation and Employers Liability coverages maintained by the County of Oneida.
- (2). Waiver of Subrogation: the Contractor waives all rights against the County and their

agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

(4). The Contractor agrees that it shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, 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 negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

SECTION XIV: MISCELLANEOUS PROVISIONS

(1). This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.

(2). The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(3). If either party elects to commence litigation against the other in connection with any matter relating to or arising out of the Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District.

(4). The terms of this Agreement, and all attachments, amendments, addendums or appendixes attached hereto, including, but not limited to Appendix A (New York State Conditions), Appendix B (Program Narrative), Appendix C (Program Services), Appendix D (Standard Clauses for All Oneida County Department of Social Services Contracts) and the Oneida County Addendum, 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 THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: _____

Oneida County: _____

Anthony J. Picente Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10-13-2017

Kids Oneida, Inc.: _____

Steven Bulger, 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.

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APPENDIX B

Purchase of Services Specifications for the Agreement 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 Kids Oneida, Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Department wishes to have developed and operating a scaled back program to work with the current Kids Oneida system. The step-down option creates a less costly, less intense option forcing residential care and the Kids Oneida program to expedite cases through the system.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

I. SCOPE OF SERVICES

1. The Department shall be responsible for determining the eligibility of persons for services to be purchased under this Contract.
2. The Department shall be responsible for case management.
3. The Contractor agrees to maintain program capacity to serve 40 individuals and their families. Upon receiving the appropriate referral from the Department, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy and Procedure Manual. The Contractor will maintain a no reject or no eject policy. The Contractor shall not discontinue services because of client cooperation or agreement without plan amendment and Department of Social Services approval.
4. The Contractor agrees to devise reporting and assessment forms acceptable to the Department as required by law (NYCRR 428).
5. The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

6. The Contractor agrees to conduct the Committee on Appropriate Placement (CAP) meetings and other treatment meetings as requested by the Department.

7. The Contractor agrees to see all children and families both at home and community locations, i.e. school. Visits must include unannounced visits.

8. The Contractor will provide:

- A. Linkages to an integrated system of diversions to community-based services.
- B. Promote the development of community-based services as an alternative to institutionalization.

9. The Contractor agrees to prepare and provide any and all monthly reports or statistical data required pursuant to law, rule or regulation by the County and State Governments pertaining to this contract. The Contractor will provide reports to the Department as requested, monthly and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

II. PROGRAM DESCRIPTION

1. Referral and Census

A. Contractor's Community Liaison works with various entities throughout our community. The Community Liaison meets weekly with the Department administration to review and receive referrals. The Community liaison sits on the Committee for Appropriate Programming (CAP) which also meets weekly. This representation allows the Contractor to work with the other organizations in the Community that serve youth to determine the least restrictive services to meet a child and Family's needs. Contractor's community liaison also attempts TIER meetings through the Oneida County Department of Mental Health. Many of the children presented in TIER meetings are referred through the Department due to their intensive mental health needs.

B. All Children referred to the Contractor are approved through the Department. When a child is referred, the referral packet shall be reviewed by a Clinical Supervisor who assigns the case to a Family Services Coordinator. Initial contact shall be made with the Family within 24 hours of receipt of the referral packet. The initial face-to-face home visit shall be no later than five (5) business days from the date the referral is received. At the intake appointment, the Family Services Coordinator helps the Family determine which services are required to address each of the areas of need. A team of contracted service providers shall be put in place to provide these services to the Family using a team based and Family focused approach.

C. Family Service Coordinators shall take a mindful approach in determining which providers

should be assigned to a child and Family's team. Family Service Coordinators shall ask questions regarding the Family's likes, dislikes, cultural beliefs/values and personality. A Family's ability to engage with service providers is key to successful treatment so Contractor shall take every step to ensure that providers are a good fit for the child and the Family. Contractor maintains bios of all providers so staff can create a positive match. There are times when providers assigned may not be compatible with a child and/or Family. Contractor has the ability to re-assign providers based on the Family's wishes if concerns cannot be mediated.

- D. Contractor has the ability to provide over 65 different services to children and families. We recognize that every Family's needs are different and a "typical service package may not work for every Family. The provider network provides individual, sibling and peer mentoring, reintegration treatment services for youth returning from out-of-home placement; individual, Family, and group therapy; crisis intervention; vocational skill building and supportive work environments; intensive curfew, and rise and shine supervision; Family skills training; parenting services and many more. These services can be modified, decreased or added at any time throughout the services case.

2. Assessment & Service Delivery

- A. The program's primary focus shall be keeping families together. The program shall offer flexible programming, individualized planning, cross-system collaboration, strength based services delivery and Family focused services. These components are critical to engaging families and keeping children in the community.
- B. Contractor has offices at 310 Main Street in Utica, New York. Eighteen (18) Family Services Coordinators shall be located at the Utica office. Two Family Services Coordinators shall have office space at Madison Oneida BOCES in order to provide collaborative and comprehensive services to some of our most at-risk youth. These Family Services Coordinators shall be the primary case workers for all clients attending this alternative school. Services shall be provided throughout Oneida County by both case work staff and providers.
- C. Contractor's services shall be available during business and non-business hours. Each Family has a team of providers that they can utilize in times of need. Types of such services are listed in Appendix C. If providers are not available, Contractor shall have an on-call crisis line available evenings, weekends and holidays, to which families can call and a trained provider will respond either by phone or by going to the home. This service ensures that families have support 24 hours a day 7 days a week. Every child enrolled in the program shall have a working crisis plan that is available not only to the Family and the team, but also to the crisis team. This plan shall outline what a child's triggers are and what de-escalation techniques may work best to calm a child. It shall also outline specific steps to take if further assistance is required. This plan is developed at monthly team meetings with

child and Family input which is necessary to make any plan successful.

3. Evaluation Tools

- A. All children enrolled in the program shall receive a psychosocial assessment by a licensed mental health practitioner upon admission. This document assists the team in understanding a child's history, other services or interventions that have been provided and recommendations for treatment planning. Children in the program shall also have the opportunity to see a psychiatrist for purposes of psychiatric evaluation and on-going treatment.
- B. All children referred to Contractor shall initially be assessed using the Child and Adolescent Functional Assessment Scale (CAFAS). This comprehensive scale is used to measure how a child functions in several domains including home, school, community, behavior, moods and emotions, suicidal behavior, thinking and substance abuse. There are also sections that measure caretaker resources. Children shall initially be assessed using this instrument within the first thirty (30) days of admission, and every ninety (90) days thereafter. Significant improvements in functioning are measured by a 20 point decrease in overall scores from admission to discharge.

4. Treatment Planning

- A. The CAFAS scores shall help to determine goals within each child's plan of care. Every child shall have a working Plan of Care (POC) during their time with the program. POCs are treatment plans that identify goals and what each member of the team, including the child and Family will do to reach these goals. An admission treatment plan that provides a summary of the child based on the referral shall be completed within twenty-four (24) hours of receipt of the referral. Initial POCs shall be implemented within the first thirty (30) days in the program, and every ninety (90) days thereafter, or as they need modifications (i.e. after a hospitalization, significant event in the Family etc.). POCs shall be strength based and individualized. Goals shall be developed at monthly team meetings with the child, Family, family service coordinator, team members and other natural supports.

5. Team Meetings

- A. Family Service Coordinators shall facilitate monthly team meetings for every child enrolled in the program. Participants at this meeting shall be determined by the Family. At minimum, the parent and child shall be involved. Family Service Coordinator's shall encourage families to invite other Family members, natural supports or agency representatives that they work with. Team meeting are implemented as a way to give everyone a voice; identify strengths of the child, Family and team; develop goals and discuss progress. Each member of the team identifies what specific role they are going to play in assisting a child and Family in meeting their goals. Everyone has a responsibility and

the team holds each other accountable in meeting these responsibilities. All treatment decisions shall be made at these meetings with everyone present.

6. Contact with Families

- A. Family Services Coordinators shall meet with identified clients and families minimally twice per month to assess safety, coordinate services, and ensure the treatment plan is being implemented, and to ensure that individualized needs are being met. Contractor's contracted providers meet with the identified child and their Family as determined by the treatment plan. Family Services Coordinators and providers shall work collaboratively with other agencies and organizations to provide a comprehensive service package. Family Services Coordinators also have the ability to assist with scheduling appointments, completing referrals, attend court appearances and help to advocate for the children and families they work with.

7. Transportation and Referrals

- A. Family Services Coordinators shall work with families to determine what services may be needed that cannot be provided through our provider network (i.e. mental health treatment for parents and siblings, substance abuse treatment etc.). Family Services Coordinators shall assist in making referrals to other agencies and in coordinating on-going participation. Transportation is often one of the largest barriers to treatment that the families face. Family Services Coordinators shall work with families to identify possible methods of transportation through public transport, Medicaid transport or natural supports. When this is not available, Contractor shall provide transportation to children and families for appointments and meetings.

8. Parent Partners

- A. Parent Partners shall be available to the Step-down program families on an as needed basis. Parent Partners work as part of the multidisciplinary team and shall provide support and assistance through advocacy and family support. Their life knowledge and skills are brought to the position to enhance the team effort to deliver assistance to the Family as they explore goals they want to achieve. Parent Partners shall encourage Family participation in appropriate services, model effective parenting skills and provide outreach to ensure that families served will not escalate to high risk cases. Contractor's Parent Partner program hosts a bi-weekly parent support group available to all parents in the community. The group focuses on support of parents who may be struggling with similar parenting issues as well as enhancing the skills of the parents in our community. Several parents, both past and current, who have been enrolled in the program are involved in the parent support group.

9. Wraparound

A. Every service, intervention and interaction that the program provides is based on the philosophy of Wraparound. Wraparound is recognized as a “best practice” at both the state and federal levels in relation to systems of care of severely emotional disturbed youth. The ten principles of Wraparound that guide these programs are:

- Family voice and Choice: Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Options and choices of families are incorporated whenever possible.
- Team Based: the team consists of individuals agreed upon by the Family and committed to them through informal, formal and community support and service relationships.
- Natural Supports: the team actively seeks out and encourages the full participation of team members drawn from Family members and networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.
- Collaboration: team members work cooperatively and share responsibility for developing, implementing, monitoring and evaluating a single wraparound plan. The plan reflects a blending of team members’ perspectives, mandates and resources. The plan guides and coordinates each team members work towards meeting the team’s goal.
- Community-Based: the team implements service and support strategies that take place in the most inclusive most responsive, most accessible and least restrictive settings possible, and that safely promote child and Family integration into home and community life.
- Culturally Competent: the process demonstrates respect for and builds on the values, preferences, beliefs, culture and identity of the child and Family and their community.
- Individualized: to achieve the goals laid out in the wraparound plan, the team develops and implements a customized set of strategies, supports and services.
- Strength-Based: the process and plan identify, build on and enhance the capabilities, knowledge, skills and assets of the child and Family, their community and other team members.
- Persistence: despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches agreement that a formal wraparound process is no longer required.
- Outcome Based: the team ties goals and strategies of the wraparound plan to observable or measureable indicators or success, monitors progress in terms of these indicators, and revises the plan accordingly.

B. Outcome/Measurements for Step-Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring re-placement after discharge from a child care facility.

Performance: Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as

an alternative to institutionalization.

Measurement: 80% of the number of children identified for this program will be discharged from care earlier than the anticipated discharge date.

Measurement: 80% of the number of children identified for this program will not re-enter care within a 12 month period of their discharge.

- **Outcome #2:** Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.

Performance: Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child's need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

Measurement: 80% of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented.

Measurement: 80% of the children referred to prevent movement to a more restrictive level of care will remain at that level of care until they are either returned home or another permanency option is achieved.

IV. REIMBURSEMENT & PROGRAM COMPLIANCE

1. Services will be billed on a per slot basis as follows: The Contractor will service a maximum of 40 slots at any given time. For the term of January 1, 2018 through December 31, 2019 the Department will reimburse the Contractor \$1,195.00 per utilized slot per month. If a slot is filled at least 21 days per month the contract will receive the full monthly rate. If a slot is utilized less than 21 days in a month that slot will be prorated to a daily rate. The maximum amount allowed for each of the calendar years 2018 and 2019 for this service is \$573,600.00. It is expressly understood that this rate shall be an all-inclusive amount for the enrolled child and involved Family members. The maximum children at any given time shall be 40. The total maximum reimbursement to Contractor for the term of this Agreement shall not exceed \$1,147,200.00.

2. Pursuant to law, the Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her Family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

3. All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State 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 such records shall not be disclosed except as authorized by law.

4. The Commissioner of Social Services reserves the right to evaluate the job performance of the individuals chosen by Contractor to perform work under this agreement and may request such individual be relieved of his duties and another person chosen in his place for services provided through this agreement. The ultimate decision(s) regarding staffing under this program shall remain with the Contractor.

5. It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

V. EXPENSES

1. Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. TRAINING

1. Contractor shall not be required to attend or undergo any training by the Department. Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

VII. ADVICE OF COUNSEL

1. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

Appendix C

Covered Service: Assessment Outpatient.

Service Description: Neurological, psychiatric, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

Credentials: Licensed Physician, Licensed Psychologist, Licensed or Certified Social Worker/MFT.

Covered Service: Medication Trial Outpatient.

Service Description: Psychiatric medication trials, medication retrials, monitoring and evaluation on an outpatient basis.

Credentials: Licensed physician or Qualified Health Professional.

Covered Service: Psychiatric Reviews/Medication Checks.

Service Description: Medication review and check-ins, brief reviews by a qualified professional.

Credentials: Licensed Physician, Nurse Practitioner, or RN.

Covered Service: Rehabilitation Treatment.

Service Description: Intensive Psychiatric Rehabilitation Treatment Service.

Credentials: All licensed DSS, OMH Rehabilitation Programs.

Covered Service: Nursing Services.

Service Description: Provide monitoring and education to enrolled clients and families on medication, diagnosis, medical treatment, etc. as directed by a qualified professional.

Credentials: RN, LPN.

Covered Service: Individual Therapy.

Service description: Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client, which focuses on the mental health/behavioral/emotional needs of the client.

Credentials: Licensed/certified Psychologist, Social Worker, MFT, Supervised BA.

Covered Service: Individual AODA Therapy.

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client that focuses on AODA issues/needs of the client.

Credentials: Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA.

Covered Service: Family Therapy.

Service Description: Goal-directed, face-to-face therapeutic intervention with a minimum of two Family members that may include the enrolled client. Services may be in a clinic setting, school, or home.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, Supervised BA.

Covered Service: Group Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental, behavioral, and/or emotional needs of the clients in the group.

Credentials: Licensed/Certified: Psychologist, Certified Social Worker, MFT, Supervised BA.

Covered Service: Group AODA, Therapy.

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the AODA needs of the clients in the group.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA.

Covered Service: Special Therapy.

Service Description: Non-traditional therapies including art, movement, music.

Covered Service: Crisis Intervention and Treatment.

Service Description: Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face to face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and/or other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

Credentials: 1,000 Hours Experience with SED Children.

Covered Services: Intensive Assessment/Stabilization Service.

Service Description: Intensive, in-home service directed to stabilize a family situation and provide assessment information needed to effectively prevent crisis and eliminate the need for hospital or residential placement, available on a 24 hour a day basis (for a maximum of 30 days).

Credentials: 1,000 Hours Experience with SED Children.

Covered Service: In-home Stabilization Follow-up Services.

Service Description: Services delivered as a follow-up to covered service "Intensive Assessment/Stabilization Service", which will enable the family to incorporate the necessary skills and strategies to maintain changes made in the intensive phase without additional in-home therapy (for a maximum of 60 days).

Credentials: 1,000 Hours Experience with SED Children.

Covered Service: Crisis Assistance.

Service Description: Therapeutic planning and support for children and families who are in crisis, including a collateral contact to arrange necessary resources or coordinate services during or after a crisis.

Credentials: 1,000 Hours Experience with SED Children.

Covered Service: In-home Treatment.

Service Description: Flexible, time limited intensive services provided in the home. In-home services are geared toward families at risk of having a child removed from home and are viewed as one alternative to residential treatment. Services focus on the family as a unit and include specialized parental skill training, behavior management, family therapy, 24-hour accessibility by the family (as needed), and intensive supervision of family client events.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, or Supervised BA.

Covered service: In-home Family Assessment.

Service Description: In-home time limited intensive strength and needs based assessment. The assessment will identify individual and family strengths and needs and address the client's place of residence (i.e. home, foster home, etc.), the potential for reintegration from out of home/community placement, and safety of all family members. The assessment is designed to protect the family's integrity, and is conducted within the family's cultural context.

Covered Service: Evaluation Services.

Service Description: Psychological, AODA, and behavioral, pre-admission screenings that are a requirement for evaluation/assessment and treatment planning.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, and CASAC.

Covered Service: Therapeutic Community Support.

Service Description: Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

Covered Service: Camp.

Service Description: All varieties of camp; special interest and general; resident and day.

Covered Service: Reintegration Treatment Services.

Service Description: Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of-home placement.

Covered Service: Consultation with Other Professionals.

Service Description: Consultation by an MS, Ph.D., or MD clinician concerning specific clinical information and identified clinical needs necessary to create an individualized treatment plan. Consultation will always involve face-to-face contact among the consultant, service coordinator, and/or other treatment members.

Credentials: Licensed Physician, Psychologist, Certified Social Worker.

Covered Service: Behavioral Management Services.

Service Description: Behavioral strategy program provided to enrolled clients by a trained mental health professional (i.e. Anger Management).

Credentials: Approved.

Covered Service: Crisis Respite.

Service Description: Special crisis respite provided at an hourly rate for less than 24 hours.

Covered Service: Respite Service.

Service Description: Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to an SED child either from within an extended family network or from an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the enrolled client. Respite care can also be provided on an emergency basis.

Credentials: Licensed/Certified Provider.

Covered Service: Respite Day Service.

Service Description: Respite day care refers to appropriate temporary care (usually for 4 to 6 hours a day), that is provided to an enrolled child in order to provide the family/guardian with support/relief that otherwise could result in the child's removal. It is anticipated that this childcare service will range from 10 to 40 hours a month.

Covered Service: Sibling Mentoring.

Service Description: Mentoring Services (see Covered Service: Mentoring) provided for a sibling of an enrolled child.

Credentials: 1,000 hours experience with SED Children.

Covered Service: Teacher's Aide.

Service Description: A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

Credentials: Trained/Licensed Teacher or Other Qualified Individuals.

Covered Service: Parent Aide.

Service Description: Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

Covered Service: Tutoring.

Service Description: Service provided to assist an enrolled client in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher. Service shall be provided by a certified teacher.

Credentials: Trained /Certified Teacher or other Qualified Individuals.

Covered Service: Mentoring

Service Description: Service provides a structured one-to-one relationship or partnership that focuses on the needs of the mentored child. It encourages youth to develop to their fullest potential and helps the youth develop a vision for the future. It is anticipated that contact will be from 10 to

30 units per month.

Credentials: 1,000 Hours of experience with SED Children.

Covered Service: Recreation.

Service Description: Service provides for recreational/daily activities for the enrolled child or siblings to promote social skills. It is anticipated that contact will be from 10-30 units per month.

Covered Service: Life Coach.

Service Description: Service provided by a trained individual primarily as a live-in mentor and therapeutic support for an older child in an independent living transitional housing arrangement.

Covered Service: Volunteer Mentoring.

Service Description: An enrolled child that has demonstrated the ability and interest in mentoring another enrolled child by sharing his/her experiences and talents in a structured supervised environment. (This service will always be accompanied with Covered Service: Mentoring.)

Covered Service: Parent/Family Skills Training Groups.

Service Description: Structured group activities designed to increase the ability of families and children to be successful in the community. Training normally involves a curriculum or defined set of experiences that will promote and enable learning. Training may or may not include direct involvement of children in the sessions.

Covered Service: Community Supervision.

Service Description: Contact by a trained professional designed to monitor specific behavioral objectives or performance on at least a weekly basis. The service should include specific behavioral objectives, time periods, and any crisis capability that are negotiated on a case by case basis. Monitoring of objectives and provision of treatment plan and/or court orders and any assistance may vary depending on the client's performance and level of monitoring needed. It is anticipated that contact will range from 5-25 units per month.

Credentials: 1,000 Experience with SED Children.

Covered Services: Rise & Shine Supervision.

Service Description: Service provides face-to-face supervision prior to the scheduled school day, to enrolled clients with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend school. It is anticipated that contact will be form 5-20 units per month.

Covered Service: Over Night Supervision.

Service Description: Provides overnight supervision to ensure safety of an enrolled child.

Covered Service: Child/Family Supervised Visitation.

Service Description: Provides monitoring/supervising court order visitation between enrolled child

and family members or individuals identified by family court judge.

Covered Service: Sibling Recreation.

Service Description: Recreation services for the sibling of an enrolled child.

Covered Service: Group Recreation.

Service Description: Group recreation for one or more enrolled child or siblings.

Covered Service: Intensive Supervision.

Service Description: A multi-faceted service generally monitoring curfew, school attendance and behavior, community behavior and conditions of court order for a distinct time period by a trained professional. Intensive supervision begins with a specific behavioral contact negotiated with enrolled client, parents, service coordinator and other interested parties. Contact with the enrollee client shall both monitor these expectations and other assistance, either by phone or in person. The service includes a 24-hour, 7-day week on-call crisis response. It is anticipated that contact of 5 hours of face-to-face or more a week will be required to meet these goals.

Credentials: 1,000 hours of experience with SED children.

Covered Service: Supportive Independent Living.

Service Description: Provides supported living environments for youths (ages 17-18), who require community intervention and supervision. Also includes teaching independent living skills.

Credentials: 1,000 Hours of experience with SED Children.

Covered Service: Supportive Work Environments.

Service Description: Provides supportive work environments for youths (ages 14-18), who require intervention and support on the job. Service also includes career planning and job placement.

Covered Service: Transportation.

Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.

Covered Service: Discretionary Funds.

Service Description: Provides monies for Mentoring and Recreation on a rate of \$30.00 per month per enrolled client. Other items of need such as household supplies/groceries, incentive monies, membership, etc. are required to have prior approval by Kids Oneida.

Covered Service: Discretionary Employment/Supportive Work.

Service Description: Wages for Employment opportunities for enrolled children.

Covered Service: Discretionary Recreation/Personal.

Service Description: Discretionary money for recreation and personal items.

Covered Service: Discretionary other Needs.

Service Description: other Discretionary Needs.

Covered Service: Attendance at Plan of Care Meeting.

Service Description: A scheduled face-to-face contact with family team members (service coordinator, client, family members, providers, natural/community resources) for the purpose of reviewing, assessing, planning and identifying needs necessary to create an individualized treatment plan. Plan of Care Meetings are scheduled every ninety (90) days or when otherwise deemed appropriate by service coordinator.

APPENDIX D
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 contact 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 of 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 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 attests 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.

Kids Oneida, Inc.

NAME OF CONTRACTED AGENCY

Steven Bulger, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

10-13-2017

**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 January, 2018 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, and 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. Executory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 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 indicted 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 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. Workers' 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

Page 60 of 60

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.

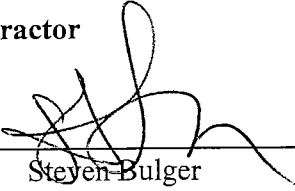
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

Contractor

By:  _____
Steven Bulger
Executive Director

Approved:

Maryangela Scalzo
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
Phone (315) 798-5733 Fax (315) 798-5218

October 4, 2017

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
FN 20 17-396
HEALTH & HUMAN SERVICES
Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

WAYS & MEANS Date 10/17/17

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

This Agreement with Kids Oneida, Inc. is for the operation of an integrated service delivery system based on wrap-around care principles.

The service will be provided as a care management system for clientele referred by the Committee on Appropriate Placement (JD/PINS), DSS Placement Committee (Abuse/Neglect), and Committees on Special Education. The children placed in this program are assessed and receive the appropriate level of community based services. The goals are to divert out-of-home placements, shorten the length of stay if placed, and significantly improve child and family functioning.

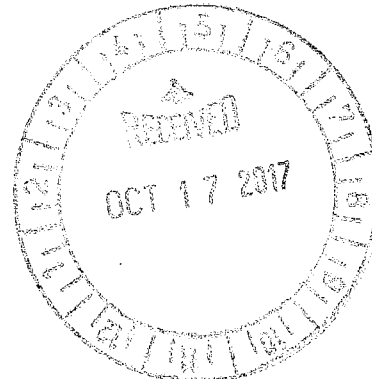
The services are paid at a rate of \$1,977.00 per month per child for the term of January 1, 2018 through December 31, 2019. The two year contract maximum cost is \$6,405,480.00, with a local cost of 27.18 % or \$1,741,009.47.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner



LAS/vlc
attachment

23801

Oneida Co. Department Social Services

Competing Proposal X

Only Respondent

Sole Source RFP

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Case Management System

Proposed Dates of Operations: January 1, 2018 – December 31, 2019

Client Population/Number to be Served: Youth placed by committees on appropriate placement (PINS/JD), DSS Placement Committee (Abuse/Neglect), and Committees on Special Education.

135 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the committee on appropriate placement and placement committee.

2). Program/Service Objectives and Outcomes -

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to

institutionalization.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: Maximum amount \$ 3,202,740.00 in 2018
Maximum amount \$ 3,202,740.00 in 2019
Total: \$ 6,405,480.00

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 2,459,063.77
State	34.43 %	\$ 2,205,406.76
County	27.18 %	\$ 1,741,009.47

Cost Per Client Served: \$ 1,977.00 per month per child for the term of the agreement

Past performance Served: The Department has contracted with this provider for this service since 1998. The Contractor was paid 1,938.00 per child per month at a cost of \$ 2,837,253.47 for the period January 2016 through December 2016.

O.C. Department Staff Comments:

The contractor bears the institutional costs of children that become institutionalized while under care rather than Oneida County. In these cases the contractor provides additional resources to the children and families in an effort to benefit the children and families and to shorten institutional stays.

23801

THIS IS AN AGREEMENT, by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, through its DEPARTMENT OF SOCIAL SERVICES (hereinafter collectively called the Department) having its principal office at 800 Park Avenue, Utica, New York 13501, and KIDS ONEIDA, INC., a not-for-profit corporation, as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law, having its principal office at 310 Main Street, Utica, New York 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law, including Preventive Services pursuant to Section 409 et seq. of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner, pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1, may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the Preventive Services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq. of the Social Services Law, and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the Department to enter into this Agreement with the Contractor for the performance of these Preventive Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I: DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive Services shall mean the supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a Family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management is defined as the responsibility of the local Department of Social Services to authorize the provision of Preventive Services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3, and to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning is defined as assessing the need for, providing or arranging for, coordinating, and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including, but not limited to, educational counseling and training; vocational diagnosis and training; employment counseling; therapeutic and preventive medical care and treatment; health counseling and health maintenance services; vocational rehabilitation; housing services; speech therapy; and legal services. Case Planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing Casework Contact as defined in paragraph (4) of this Agreement. Case planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts are defined as:

- A. Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parent(s), relatives or guardians and constitutes Preventive Services for the purpose of guiding the child and/or

the child's parent(s) or guardians towards a course of action agreed to by the child and/or the child's parent(s) or guardians as the best method of attaining personal objectives, or resolving problems or needs of a social, emotional, developmental or economic nature.

- B. Individual or group activities with the child and/or the child's parent(s) that are planned for the purposes of achieving such course of action as specified in the child and the Family's service plan.

(5). Clinical Services are defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

(6). Day Care Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services; psychiatric; psychological; education and/or vocational services; and health supervision. Day Services to children shall also include, as appropriate, recreational and Transportation Services, for at least 3, but less than 24 hours a day and at least 4 days per week, excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, such service(s) may be waived.

(8). Emergency Cash or Goods are defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter is defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation need to reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined, solely for the purpose of this Agreement, as the child who is at risk of foster care, his or her parent(s), or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parent(s) and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan of the State

Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services are defined as those services provided in the home and community that focus on the need of the parent(s) for instruction and guidance, and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but are not limited to, role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training is defined as group instruction in parent skills development and the developmental needs of children and adolescents for the purpose of strengthening parental functioning and parent /child relationships in order to avert a disruption in a Family or to help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services is defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan, except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parent(s), and may only be provided if such transportation cannot be arranged or provided by the child's Family.

SECTION II: TERM OF AGREEMENT

(1). The term of this Agreement shall be from January 1, 2018 through December 31, 2019. The option to renew this Agreement is at the sole discretion of the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

SECTION III: SCOPE OF SERVICES

(1). It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423, and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with

18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(3). The Department shall be responsible for Case Management, which shall include authorizing the provision of Preventive Services, approving client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the program narrative and rates of payment described in Appendix B of this Agreement.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the child or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix B of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

(11). The Contractor shall maintain program capacity to serve 135 individuals and their families. Upon receiving the appropriate referral from the Department, the Contractor shall follow the established procedures as outlined in enrollment section of the Kids Oneida Policy and Procedure Manual. The Contractor shall maintain a no reject or no eject policy. The Contractor shall not discontinue services because of client cooperation or agreement without plan amendment

and Department of Social Services approval.

(12). The Contractor shall devise reporting and assessment forms acceptable to the Department as required by law (NYCRR 428).

(13). The Contractor shall encourage all appropriate parties to be present for the Case Planning/service plan development sessions.

(14). The Contractor shall conduct the Committee on Appropriate Placement (CAP) meetings and other treatment meetings as requested by the Department.

(15). The Contractor shall see all children and Families both at home and community locations, i.e. school. Visits must include unannounced visits.

(16). The Contractor shall:

- A. Provide linkages to an integrated system of diversions to community-based services; and
- B. Promote the development of community-based services as an alternative to institutionalization.

(17). The Contractor shall prepare and provide any and all monthly reports or statistical data required pursuant to law, rule or regulation by the Department and State Governments pertaining to this Agreement. The Contractor shall provide reports to the Department as requested, monthly and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

SECTION IV: FAIR HEARINGS

(1). The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon an application within 30 days of said application. The Department shall also inform applicants for or recipients of Preventive Services how to file a fair hearing request. Whenever an applicant or recipient requests a fair hearing, the State Department of Social Services shall provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V: REIMBURSEMENT AND SERVICE FEES

(1). The Department shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, if applicable, as set forth in Appendix B of this Agreement and in accordance with State and Federal regulations pertaining to

reimbursement of Preventive Services.

(2). This Contractor agrees that payment by the Department shall be contingent upon the Contractor submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by the Department certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.

SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day to day provision of Preventive Services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities, and equipment, in accordance with the Regulations of the State Department of Social Services, in order to provide the services set forth in Appendix B of this Agreement.

(3). The Contractor shall provide the services described in Appendix B of this Agreement at the principal location of: Kids Oneida, Inc., 310 Main Street, Utica, New York 13501; and shall provide the Department with written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan outside of the aforementioned address.

(4). The Department shall notify the Contractor of the person assigned to monitor the child protective services provided to recipients receiving Preventive Services from the Contractor.

SECTION VII: BOOKS, RECORDS AND REPORTS

(1). The Contractor shall keep accurate records in conformance with State regulations established for utilization review and uniform case recording for each public charge receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the child and his or her Family, in addition to other recipients of Preventive Service(s) involved with the case, including the date such Preventive Services were provided. The Contractor shall make such reports to the Department as to the current status and progress of each recipient of Preventive Service(s) at the intervals required in the State Department of Social Services Regulations.

(2). All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and

Kids Oneida Inc.
Case Management System

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1/1/18-12/31/19

shall not be disclosed except as authorized by law.

(3). The records of individual recipients of services shall be made available to the Department upon request for consultation or review.

(4). The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

(5). The Contractor shall maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

(6). The Contractor shall retain all books, records, and other documents relevant to this Agreement for six (6) years after final payment for the Preventive Services to which they relate; during which time authorized County, State, and/or Federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraphs 3, 4, 5, and 6 of this section, and until the expiration of (6) years after the furnishing of services pursuant to this Agreement, or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII: ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description, and meetings with staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those Local, State

and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice per year to discuss the Contractor's services purchased by the Department. This shall include, but not be limited to, such items as: frequency of contact and planning with the natural family and significant others; scope of service plans and of achieving the goals stated therein; and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance with Agreement requirements.

(4). If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it, nor any of its directors, officers, members, or employees have any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION IX: COMPLIANCE WITH LAW

(1). The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor shall also observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor shall be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X: TERMINATION OF AGREEMENT

(1). This Agreement may be terminated by mutual written agreement of the contracting parties.

(2). The Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of a notification of termination.

(3). In addition to the termination provisions set forth in paragraph 2, supra, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or Local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(4). When this Agreement is to be terminated pursuant to Paragraphs 2 and 3 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days (60) from the date of notice unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days (30) from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(5). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 2, or 3, supra, the Department will arrange for the transfer to another Contractor of all public charges then served by the Contractor. In order to reimburse that Contractor for all public charges not transferred by the effective date of termination, the Department and Contractor will negotiate an extension of this Agreement prior to the date of termination.

(6). The Contractor shall comply with all Department close-out procedures, including, but not limited to, account for and refund to the Department pursuant to this Agreement; not incur or pay any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmit to the Department or its designee, on written request, copies of all books, records, documents, and materials pertaining to the financial details of any services provided under the terms of this Agreement.

SECTION XI: PERFORMANCE OF SERVICES

(1). This Agreement shall not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.

(2). The Contractor warrants that it is not in arrears to the Department upon any debt or contract, and that it has not been in default and is not in default as surety, Contractor or otherwise.

(3). Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals, and certifications currently required by the laws of any applicable municipality. Contractor further shall keep all such required documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(4). Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the Preventive Services. Contractor shall use Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details, and means of performing the Preventive Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

(5). Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Department, and the Department shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the Department, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.

(6). Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.

(7). Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and Department maintains the right to contract with other individuals or entities to perform the same services.

(8). Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

(9). Contractor shall not be required to attend or undergo any training by the Department. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

SECTION XII: INDEPENDENT CONTRACTOR STATUS

(1). It is expressly agreed that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that its Assistants, shall not hold themselves out as, nor claim to be, officers or employees of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.

(2). The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the Department agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

(3). The Contractor and its Assistants, shall not be eligible for compensation from the Department 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.

(4). The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.

(5). The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for Preventive Services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(6). The Contractor shall indemnify and hold the Department harmless from all loss or

liability incurred by the Department as a result of the Department not making such payments or withholdings.

(7). If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the Department 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.

(8). 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.

SECTION XIII: INDEMNIFICATION

(1). The Contractor shall at all times defend, indemnify, and hold the Department and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.

SECTION XIV: INSURANCE REQUIREMENTS

(1). The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- a. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury.
 - ii. Abuse and Molestation coverage must be included.
 - iii. Oneida County and any other parties required by the Department shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

- b. Workers' Compensation and Employers Liability
 - i. Statutory limits apply.
- c. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
- d. Commercial Umbrella
 - i. Umbrella limits must be at least \$1,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

(2). Waiver of Subrogation: the Contractor waives all rights against the Department and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the Department. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Oneida County.

SECTION XV: CHOICE OF LAW

(1). If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

SECTION XVI: ADVICE OF COUNSEL

(1). Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

SECTION XVII: ENTIRE AGREEMENT

(1). The terms of this Agreement, and any attachments, amendments, addendums or appendixes annexed hereto, including, but not limited to, Appendix A (New York State Conditions), Appendix B (Program Description), Appendix C (Program Services), Appendix D (Standard Clauses for All Oneida County Department of Social Services Contracts), Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement, and the Oneida County Standard Contract Clauses Addendum, 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 any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first below written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10-13-2017

Kids Oneida, Inc.: _____

 Steven Bulger, 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 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 B

I. PROGRAM DESCRIPTION

1. Referral and Census

A. Contractor's Community Liaison works with various entities throughout our community. The Community Liaison meets weekly with the Department administration to review and receive referrals. The Community liaison sits on the Committee for Appropriate Programming (CAP) which also meets weekly. This representation allows the Contractor to work with the other organizations in the Community that serve youth to determine the least restrictive services to meet a child and Family's needs. Contractor's community liaison also attends TIER meetings through the Oneida County Department of Mental Health. Many of the children presented in these meetings are referred through the Department due to their intensive mental health needs.

B. All Children referred to the Contractor are approved through the Department. When a child is referred, the referral packet shall be reviewed by a Clinical Supervisor who assigns the case to a Family Services Coordinator. Initial contact shall be made with the Family within 24 hours of receipt of the referral packet. The initial face-to-face home visit shall be no later than five (5) business days from the date the referral is received. At the intake appointment, the Family Services Coordinator helps the Family determine which services are required to address each of the areas of need. A team of contracted service providers shall be put in place to provide these services to the Family using a team based and Family focused approach.

C. Family Service Coordinators shall take a mindful approach in determining which providers should be assigned to a child and Family's team. Family Service Coordinators shall ask questions regarding the Family's likes, dislikes, cultural beliefs/values, and personality. A Family's ability to engage with service providers is key to successful treatment so Contractor shall take every step to ensure that providers are a good fit for the child and the Family. Contractor maintains bios of all providers so staff can create a positive match. There are times when providers assigned may not be compatible with a child and/or Family. Contractor has the ability to re-assign providers based on the Family's wishes if concerns cannot be mediated.

D. Contractor has the ability to provide over 65 different services to children and families. We recognize that every Family's needs are different and a "typical" service package may not work for every Family. The provider network provides individual, sibling, and peer mentoring, reintegration treatment services for youth returning from out-of-home placement; individual, Family, and group therapy; crisis intervention; vocational skill building, and supportive work environments; intensive curfew, and rise and shine supervision; Family skills training; parenting services and many more. These services can be modified, decreased or added at any time throughout the services case.

2. Assessment & Service Delivery

A. The program's primary focus shall be keeping families together. The program shall offer flexible programming, individualized planning, cross-system collaboration, strength based services delivery, and Family focused services. These components are critical to engaging families and keeping children in the community.

B. Contractor has offices at 310 Main Street in Utica, New York. Eighteen (18) Family Services Coordinators shall be located at the Utica office. Two Family Services Coordinators shall have office space at Madison Oneida BOCES in order to provide collaborative and comprehensive services to some of our most at-risk youth. These Family Services Coordinators shall be the primary case workers for all clients attending this alternative school. Services shall be provided throughout Oneida County by both case work staff and providers.

C. Contractor's services shall be available during business and non-business hours. Each Family has a team of providers that they can utilize in times of need. Types of such services are listed in Appendix C. If providers are not available, Contractor shall have an on-call crisis line available evenings, weekends, and holidays, to which families can call and a trained provider will respond either by phone or by going to the home. This service ensures that families have support 24 hours a day 7 days a week. Every child enrolled in the program shall have a working crisis plan that is available not only to the Family and the team, but also to the crisis team. This plan shall outline what a child's triggers are and what de-escalation techniques may work best to calm a child. It shall also outline specific steps to take if further assistance is required. This plan is developed at monthly team meetings with child and Family input which is necessary to make any plan successful.

3. Evaluation Tools

A. All children enrolled in the program shall receive a psychosocial assessment by a licensed mental health practitioner upon admission. This document assists the team in understanding a child's history, other services or interventions that have been provided, and recommendations for treatment planning. Children in the program shall also have the opportunity to see a psychiatrist for purposes of psychiatric evaluation and on-going treatment.

B. All children referred to Contractor shall initially be assessed using the Child and Adolescent Functional Assessment Scale (CAFAS). This comprehensive scale is used to measure how a child functions in several domains including home, school, community, behavior, moods and emotions, suicidal behavior, thinking, and substance abuse. There are also sections that measure caretaker resources. Children shall initially be assessed using this instrument within the first thirty (30) days of admission, and every ninety (90) days thereafter. Significant improvements in functioning are measured by a 20 point decrease in overall scores from admission to discharge.

4. Treatment Planning

A. The CAFAS scores shall help to determine goals within each child's plan of care. Every child shall have a working Plan of Care (POC) during their time with the program. POCs are treatment plans that identify goals and what each member of the team, including the child and Family, will do to reach these goals. An admission treatment plan that provides a summary of the child based on the referral shall be completed within twenty-four (24) hours of receipt of the referral. Initial POCs shall be implemented within the first thirty (30) days in the program, and every ninety (90) days thereafter, or as they need modifications (i.e. after a hospitalization, significant event in the Family etc.) POCs shall be strength based and individualized. Goals shall be developed at monthly team meetings with the child, Family, family service coordinator, team members, and other natural supports.

5. Team Meetings

A. Family Service Coordinators shall facilitate monthly team meetings for every child enrolled in the program. Participants at this meeting shall be determined by the Family. At minimum, the parent and child shall be involved. Family Services Coordinators shall encourage families to invite other Family members, natural supports or agency representatives that they work with. Team meetings are implemented as a way to give everyone a voice, identify strengths of the child, Family, and team; and to develop goals and discuss progress. Each member of the team identifies what specific role they are going to play in assisting a child and Family in meeting their goals. Everyone has a responsibility and the team holds each other accountable in meeting these responsibilities. All treatment decisions shall be made at these meetings with everyone present.

6. Contact with Families

A. Family Services Coordinators shall meet with identified clients and families a minimum twice per month to assess safety, coordinate services, ensure the treatment plan is being implemented, and to ensure that individualized needs are being met. Contractor's subcontracted providers meet with the identified child and their Family as determined by the treatment plan. On average, children enrolled in the program receive 20 – 25 contacts per month from the team. Family Services coordinators and providers shall work collaboratively with other agencies and organizations to provide a comprehensive service package. Family Services Coordinators also have the ability to assist with scheduling appointments, complete referrals, attend court appearances, and help to advocate for the children and families they work with.

7. Transportation and Referrals

A. Family Services Coordinators shall work with families to determine what services may be needed that cannot be provided through our provider network (i.e. mental health treatment for parents and siblings, substance abuse treatment etc.). Family Services Coordinators shall assist in making referrals to other agencies and in coordinating on-going participation. Transportation is

often one of the largest barriers to treatment that the families face. Family Services Coordinators shall work with families to identify possible methods of transportation through public transport, Medicaid transport or natural supports. When this is not available, Contractor shall provide transportation to children and families for appointments and meetings.

8. Parent Partners

A. Every Family enrolled in program is offered a Parent Partner. Parent Partners work as part of the multidisciplinary team and shall provide support and assistance through advocacy and Family support. Their life knowledge and skills are brought to the position to enhance the team effort to deliver assistance to the Family as they explore goals they want to achieve. Parent Partners shall encourage Family participation in appropriate services, model effective parenting skills and provide outreach to ensure that families served will not escalate to high risk cases. Contractor's Parent Partner program hosts a bi-weekly parent support group available to all parents in the community. The group focuses on support of parents who may be struggling with similar parenting issues as well as enhancing the skills of the parents in our community. Several parents, both past and current, who have been enrolled in the program, are involved in the parent support group.

9. Wraparound

A. Every service, intervention and interaction that the program provides is based on the philosophy of Wraparound. Wraparound is recognized as a "best practice" at both the state and federal levels in relation to systems of care of severely emotional disturbed youth. The ten principles of Wraparound that guide these programs are:

- Family voice and Choice: Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Options and choices of families are incorporated whenever possible.
- Team Based: the team consists of individuals agreed upon by the Family and committed to them through informal, formal, and community support and service relationships.
- Natural Supports: the team actively seeks out and encourages the full participation of team members drawn from Family members and networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.
- Collaboration: team members work cooperatively and share responsibility for developing, implementing, monitoring and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goal.
- Community-Based: the team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible, that safely promote child and Family integration into home and community life.
- Culturally Competent: the process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the child, their Family, and their community.
- Individualized: to achieve the goals laid out in the wraparound plan, the team develops and

implements a customized set of strategies, supports, and services.

- **Strength-Based:** the process and plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child, their Family, their community, and other team members.
- **Persistence:** despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches agreement that a formal wraparound process is no longer required.
- **Outcome Based:** the team ties goals and strategies of the wraparound plan to observable or measureable indicators or success, monitors progress in terms of these indicators, and revises the plan accordingly.

B. Outcome/Measurements for Case Management System

- Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their Family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the Family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 80% of the 135 children enrolled in the Kids Oneida Program will remain in their Family/caretakers home.

Measurement: 80% of the 135 children enrolled in the Kids Oneida program will be successfully integrated in their school/community and partake in available resources that will reinforce effective family functioning and stabilization.

- Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the child in temporary placement and supports for the Family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: For the families of children requiring out of home placement due to dangerous or self-injurious behaviors, 80% of those identified families will actively participate in both the service and discharge planning of that child in order for the child to be returned to the home as quickly and safely as possible.

II. REIMBURSEMENT & PROGRAM COMPLIANCE

1. Services will be billed on a per slot basis as follows: The Contractor will service a maximum of 135 slots at any given time. For the term of January 1, 2018 through December 31, 2019 the Department will reimburse the Contractor \$1,977.00 per utilized slot per month. If a slot is filled at least 21 days per month the contract will receive the full monthly rate. If a slot is utilized less than 21 days in a month that slot will be prorated to a daily rate. The maximum amount allowed for each of the calendar years 2018 and 2019 for this service is \$3,202,740. It is expressly understood that this rate shall be an all-inclusive amount for the enrolled child and involved Family members. The maximum children at any given time shall be 135. The total maximum reimbursement to Contractor for the term of this Agreement shall not exceed \$6,405,480.00.

2. As the purpose of this program is to divert placement of at-risk youth, it is expressly understood that once a child enters the program the Contractor will be financially responsible for the cost of any out of home placements for the first 60 days of placement at such point the child will be dis-enrolled from the program and become the financial responsibility of the Department. The cost of any and all expenses associated with residential care for example include room/board, tuition, transportation, clothing and medical, in such cases the Department of Social Services will make adjustments to the Agency's future billing or the Department will bill the Agency for such expenses incurred by the Department during the first 60 day time period of the enrolled child's placement. The Contractor's financial responsibility described herein is subject to the following exception: should an enrolled child be issued a new charge and the child is sent to placement through a court action due to the new charge, the child will be dis-enrolled from the program upon placement and will become the financial responsibility of the Department.

3. Pursuant to law, the Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her Family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

4. All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State 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 such records shall not be disclosed except as authorized by law.

5. The Commissioner of Social Services reserves the right to evaluate the job performance of the individuals chosen by Contractor to perform work under this agreement and may request such individual be relieved of his duties and another person chosen in his place for services provided through this agreement. The ultimate decision(s) regarding staffing under this program shall remain with the Contractor.

6. It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

Appendix C

Covered Service: Assessment Outpatient.

Service Description: Neurological, psychiatric, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

Credentials: Licensed Physician, Licensed Psychologist, Licensed or Certified Social Worker/MFT.

Covered Service: Medication Trial Outpatient.

Service Description: Psychiatric medication trials, medication retrials, monitoring and evaluation on an outpatient basis.

Credentials: Licensed physician or Qualified Health Professional.

Covered Service: Psychiatric Reviews/Medication Checks.

Service Description: Medication review and check-ins, brief reviews by a qualified professional.

Credentials: Licensed Physician, Nurse Practitioner, or RN.

Covered Service: Rehabilitation Treatment.

Service Description: Intensive Psychiatric Rehabilitation Treatment Service.

Credentials: All licensed DSS, OMH Rehabilitation Programs.

Covered Service: Nursing Services.

Service Description: Provide monitoring and education to enrolled clients and families on medication, diagnosis, medical treatment, etc. as directed by a qualified professional

Credentials: RN, LPN.

Covered Service: Individual Therapy.

Service description: Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client, which focuses on the mental health/behavioral/emotional needs of the client.

Credentials: Licensed/certified Psychologist, Social Worker, MFT, Supervised BA.

Covered Service: Individual AODA Therapy.

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client that focuses on AODA issues/needs of the client.

Credentials: Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA.

Covered Service: Family Therapy.

Service Description: Goal-directed, face-to-face therapeutic intervention with a minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or

home.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, Supervised BA.

Covered Service: Group Therapy.

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental, behavioral, and/or emotional needs of the clients in the group.

Credentials: Licensed/Certified: Psychologist, Certified Social Worker, MFT, Supervised BA.

Covered Service: Group AODA, Therapy.

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the AODA needs of the clients in the group.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA.

Covered Service: Special Therapy.

Service Description: Non-traditional therapies including art, movement, and music.

Covered Service: Crisis Intervention and Treatment.

Service Description: Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face to face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and/or other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

Credentials: 1,000 Hours Experience with SED Children.

Covered Services: Intensive Assessment/Stabilization Service.

Service Description: Intensive, in-home service directed to stabilize a family situation and provide assessment information needed to effectively prevent crisis and eliminate the need for hospital or residential placement, available on a 24 hour a day basis (for a maximum of 30 days).

Credentials: 1,000 Hours Experience with SED Children.

Covered Service: In-home Stabilization Follow-up Services.

Service Description: Services delivered as a follow-up to covered service "Intensive Assessment/Stabilization Service", which will enable the family to incorporate the necessary skills and strategies to maintain changes made in the intensive phase without additional in-home therapy (for a maximum of 60 days).

Credentials: 1,000 Hours Experience with SED Children.

Covered Service: Crisis Assistance.

Service Description: Therapeutic planning and support for children and families who are in crisis, including a collateral contact to arrange necessary resources or coordinate services during or after a

crisis.

Credentials: 1,000 Hours Experience with SED Children.

Covered Service: In-home Treatment.

Service Description: Flexible, time limited intensive services provided in the home. In-home services are geared toward families at risk of having a child removed from home and are viewed as one alternative to residential treatment. Services focus on the family as a unit and include; specialized parental skill training, behavior management, family therapy, 24 hour accessibility by the family (as needed), and intensive supervision of family client events.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, or Supervised BA.

Covered service: In-home Family Assessment.

Service Description: In-home time limited intensive strength and needs based assessment. The assessment will identify individual and family strengths and needs and address the client's place of residence (i.e. home, foster home, etc.), the potential for reintegration from out of home/community placement, and safety of all family members. The assessment is designed to protect the family's integrity, and is conducted within the family's cultural context.

Covered Service: Evaluation Services.

Service Description: Psychological, AODA, and behavioral, pre-admission screenings that are a requirement for evaluation/assessment and treatment planning.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, and CASAC.

Covered Service: Therapeutic Community Support.

Service Description: Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

Covered Service: Camp.

Service Description: All varieties of camp; special interest and general; resident and day.

Covered Service: Reintegration Treatment Services.

Service Description: Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of-home placement.

Covered Service: Consultation with Other Professionals.

Service Description: Consultation by an MS, Ph.D., or MD clinician concerning specific clinical information and identified clinical needs necessary to create an individualized treatment plan. Consultation will always involve face-to-face contact among the consultant, service coordinator, and/or other treatment members.

Credentials: Licensed Physician, Psychologist, Certified Social Worker.

Covered Service: Behavioral Management Services.

Service Description: Behavioral strategy program provided to enrolled clients by a trained mental health professional (i.e. Anger Management).

Credentials: Approved.

Covered Service: Crisis Respite.

Service Description: Special crisis respite provided at an hourly rate for less than 24 hours.

Covered Service: Respite Service.

Service Description: Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to an SED child either from within an extended family network or from an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the enrolled client. Respite care can also be provided on an emergency basis.

Credentials: Licensed/Certified Provider.

Covered Service: Respite Day Service.

Service Description: Respite day care refers to appropriate temporary care (usually for 4 to 6 hours a day), that is provided to an enrolled child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. It is anticipated that this childcare service will range from 10 to 40 hours a month.

Covered Service: Sibling Mentoring.

Service Description: Mentoring Services (see Covered Service: Mentoring) provided for a sibling of an enrolled child.

Credentials: 1,000 hours experience with SED Children.

Covered Service: Teacher's Aide

Service Description: A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

Credentials: Trained/Licensed Teacher or Other Qualified Individuals.

Covered Service: Parent Aide

Service Description: Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

Covered Service: Tutoring.

Service Description: Service provided to assist an enrolled client in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher. Service shall be provided by a certified teacher.

Credentials: Trained /Certified Teacher or other Qualified Individuals.

Covered Service: Mentoring.

Service Description: Service provides a structured one-to-one relationship or partnership that focuses on the needs of the mentored child. It encourages youth to develop to their fullest potential and helps the youth develop a vision for the future. It is anticipated that contact will be from 10 to 30 units per month

Credentials: 1,000 Hours of experience with SED Children.

Covered Service: Recreation.

Service Description: Service provides for recreational/daily activities for the enrolled child or siblings to promote social skills. It is anticipated that contact will be from 10-30 units per month.

Covered Service: Life Coach.

Service Description: Service provided by a trained individual primarily as a live-in mentor and therapeutic support for an older child in an independent living transitional housing arrangement.

Covered Service: Volunteer Mentoring.

Service Description: An enrolled child that has demonstrated the ability and interest in mentoring another enrolled child by sharing his/her experiences and talents in a structured supervised environment. (This service will always be accompanied with Covered Service: Mentoring.)

Covered Service: Parent/Family Skills Training Groups.

Service Description: Structured group activities designed to increase the ability of families and children to be successful in the community. Training normally involves a curriculum or defined set of experiences that will promote and enable learning. Training may or may not include direct involvement of children in the sessions.

Covered Service: Community Supervision.

Service Description: Contact by a trained professional designed to monitor specific behavioral objectives or performance on at least a weekly basis. The service should include specific behavioral objectives, time periods, and any crisis capability that are negotiated on a case by case basis. Monitoring of objectives and provision of treatment plan and/or court orders and any assistance may vary depending on the client's performance and level of monitoring needed. It is anticipated that contact will range from 5-25 units per month.

Credentials: 1,000 Experience with SED Children.

Covered Services: Rise & Shine Supervision.

Service Description: Service provides face-to-face supervision prior to the scheduled school day, to enrolled clients with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend school. It is anticipated that contact will be from 5-20 units per month.

Covered Service: Over Night Supervision.

Service Description: Provides overnight supervision to ensure safety of an enrolled child.

Covered Service: Child/Family Supervised Visitation.

Service Description: Provides monitoring/supervising court order visitation between enrolled child and family members or individuals identified by family court judge.

Covered Service: Sibling Recreation.

Service Description: Recreation services for the sibling of an enrolled child.

Covered Service: Group Recreation.

Service Description: Group recreation for one or more enrolled children or siblings

Covered Service: Intensive Supervision.

Service Description: A multi-faceted service generally monitoring curfew, school attendance and behavior, community behavior and conditions of court order for a distinct time period by a trained professional. Intensive supervision begins with a specific behavioral contact negotiated with enrolled client, parents, service coordinator and other interested parties. Contact with the enrollee client shall both monitor these expectations and other assistance, either by phone or in person. The service includes a 24-hour, 7-day week on-call crisis response. It is anticipated that contact of 5 hours of face-to-face or more a week will be required to meet these goals.

Credentials: 1,000 hours of experience with SED children.

Covered Service: Supportive Independent Living.

Service Description: Provides supported living environments for youths (ages 17-18), who require community intervention and supervision. Also includes teaching independent living skills.

Credentials: 1,000 Hours of experience with SED Children.

Covered Service: Supportive Work Environments.

Service Description: Provides supportive work environments for youths (ages 14-18), who require intervention and support on the job. Service also includes career planning and job placement.

Covered Service: Transportation.

Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.

Covered Service: Discretionary Funds.

Service Description: Provides monies for Mentoring and Recreation on a rate of \$30.00 per month per enrolled client. Other items of need such as: household supplies/groceries, incentive monies, membership, etc. are required to have prior approval by Kids Oneida.

Covered Service: Discretionary Employment/Supportive Work.

Service Description: Wages for Employment opportunities for enrolled children.

Covered Service: Discretionary Recreation/Personal.

Service Description: Discretionary money for recreation and personal items.

Covered Service: Discretionary other Needs.

Service Description: other Discretionary Needs.

Covered Service: Attendance at Plan of Care Meeting.

Service Description: A scheduled face-to-face contact with family team members (service coordinator, client, family members, providers, natural/community resources) for the purpose of reviewing, assessing, planning and identifying needs necessary to create an individualized treatment plan. Plan of Care Meetings are scheduled every ninety (90) days or when otherwise deemed appropriate by service coordinator.

APPENDIX D
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, 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 OF 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 an 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 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, 41 CFR 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 attests 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.

Kids Oneida, Inc.

NAME OF CONTRACTED AGENCY

Steven Bulger, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

10-13-2017
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

Kids Oneida Inc.

Case Management System

23801

1/1/18-12/31/19

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2018 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, and 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. Executory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 indicted 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 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. Workers' 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,

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Case Management System

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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.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5514 Fax (315) 793-6044

October 3, 2017

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

FN 20 17-397 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Signature]
Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
WAYS & MEANS Date 11/3/17

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for your review and approval between the Oneida County Department of Social Services and Herkimer College through its HCCC Child Care Center for Day Care services. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

The HCCC Child Care Center provides Day Care Services for children of eligible low income employed families or for families receiving Temporary Assistance. This resource helps to ensure the safe care of children while their families participate in approved educational, vocational, job search, or work experience activities and/or employment.

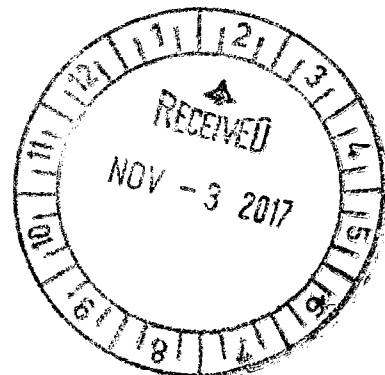
The term of this Agreement is Execution through September 30, 2018, which is paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services. The cost of this contract will not exceed \$49,999 for the duration of this agreement with a local share of 18.2%.

I am respectfully requesting the approval of this agreement between Oneida County Department of Social Services and Herkimer College. Thank you for your consideration.

Sincerely

Lucille A. Soldato
Commissioner

LAS/vlc
attachment



41901

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____ X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Herkimer College
HCCC Child Care Center
100 Reservoir Road
Herkimer, New York 13350

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: Date of Execution – September 30, 2018

Client Population/Number to be Served: Licensed for children 18 months - to 5 years.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provide Day Care Services to eligible families at their facility located at
100 Reservoir Road
Herkimer, New York 13350

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or temporary assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates, the cost for this service will not exceed \$49,999 for the duration of the agreement.

Mandated or Non-mandated: This service is mandated

Oneida County Dept. Funding Recommendation: Account # A6055.495

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

Federal	63.80 %
State	18.00 %
County	18.20 %

Cost Per Client Served:

Past performance Served: This is a new contract for this provider.

O.C. Department Staff Comments: The Department Contracts with a number of Day Care Centers to ensure the availability of services when needed.

AGREEMENT
DAY CARE SERVICES

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, hereinafter called the County, by and through its Department of Social Services, herein after called the Department, and Herkimer College, an educational corporation organized and existing under the laws of the State of New York, through its HCCC Child Care Center, located at 100 Reservoir Road, Herkimer, New York 13350, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible pursuant to criteria established by the New York State Department of Social Services; and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private not-for-profit corporation or association pursuant to Section 410 (3) (a) of said SSL, or if the Day Care Provider is a private proprietor, a waiver has been granted pursuant to Section 410.3; and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 of the SSL; and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District; and

WHEREAS, the fee paid is the Day Care "Market Rate" as determined by the New York State Office of Children and Family Services, and the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these Day Care Services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

A. TERM OF AGREEMENT

1. The term of this Agreement shall be from date of execution through September 30, 2018.
2. The option to renew this Agreement is at the sole discretion of the Department and the County, and notice of the Department's intent to renew shall be provided to the Contractor prior to the end of the term of this Agreement.
3. This Agreement may be terminated upon a thirty (30) day written notice by either party.

B. SCOPE OF SERVICES

1. The Contractor shall furnish to the Department Day Care Services as follows:
 - a. Objective: To provide quality Day Care Services to children between 18 months and 5 years of age for a portion of the day and less than 24 hours, outside their home in accordance with New York State and Federal standards for day care.
 - b. Location of Services: The Contractor shall provide the agreed Day Care Services at its place of business, SEE ATTACHMENT B. There are no other locations where the Contractor will provide Day Care Services.
 - c. Unit of Service: A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.
 - d. A child in care at this Day Care Services provider center must be at least 18 months and no more than 5 years of age since this is the basis for issuance of their permit.

C. PERFORMANCE OF SERVICES

1. The Contractor represents that the Contractor is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Day Care Services. The Contractor shall use the Contractor's best efforts to perform the Day Care Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and means of performing the Day Care Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
2. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Day Care Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain

liable for the performance of the Day Care Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

3. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

D. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that neither the Contractor, nor its assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. The Contractor warrants and represents that it is in the business of offering the same or similar Day Care Services detailed herein and does offer the same or similar Day Care Services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
3. The Contractor and its Assistants shall not be eligible for compensation from the County 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.
4. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
5. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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 shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

6. The Contractor and its Assistants shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
7. If the Internal Revenue Service, Department of Labor, 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.
8. 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.

E. REIMBURSEMENT

1. The Department shall pay the Contractor per Market Rates as set by New York State for each unit of service provided, as defined in Section B, paragraph (1)(c) of this Agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the Day Care Services purchased per DSS 1993, Annual Day Care Budget form. For care for a child with the day care provider on a part-time basis, the department will pay the Contractor an individually negotiated rate.
2. It is agreed by the Contractor that performance without this Agreement or a subsequent written Amendment to this Agreement extending the term of the Agreement by one year will not be paid for by the Department.
3. Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.
4. The Department will reimburse the Contractor for a maximum of 4 absentee days per month.

F. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A.

M. Best.

- a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Abuse and Molestation coverage must be included.
 - iii. Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- b. Workers' Compensation and Employers Liability
 - i. Statutory limits apply.
- c. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- d. Commercial Umbrella
 - i. Umbrella limits must be at least \$5,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the

additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

2. Waiver of Subrogation: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

G. EXPENSES

1. The Contractor is solely responsible for paying all of its business expenses related to furnishing the Day Care Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

H. TRAINING

1. The Contractor shall not be required to attend or undergo any training by the County. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Day Care Services described herein, and shall be solely responsible for the cost of the same.

I. ADVICE OF COUNSEL

1. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all the terms and provisions of this Agreement.

J. ENTIRE AGREEMENT

1. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

In Witness Whereof, the parties have hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

Date: _____

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

Approved _____
Maryangela Scalzo, Assistant Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 26 Oct 2017

Herkimer College: Cathleen C. McColgin
Cathleen McColgin, Ph.D., President

CONTRACT ATTACHMENT A

The parties to the Agreement for Day Care Services made on the Date of Execution, By and Between Oneida County through its Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department, and Herkimer College, located at 100 Reservoir Road, Herkimer, New York 13350, hereinafter called the Contractor, do hereby agree that this Attachment A is part and parcel of aforesaid Agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this Agreement which the Contractor shall furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefor in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair

hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department, working through the State Department of Social Services, shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

11. These records shall be subject at all reasonable times to inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor, in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

12. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department in accordance with applicable Federal and State requirements.

13. The Contractor agrees to include these requirements in all subcontracts and assignments.

14. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services, may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department, in accordance with applicable Federal and State requirements.

15. The Contractor agrees to retain all books, records and other documents relevant to this agreement for six years after final payment. Federal and/or State auditors and any persons duly

authorized by the Department shall have full access to and the right to examine any of said materials during said period, in accordance with applicable Federal and State requirements.

16. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

17. The Department and the Contractor shall, through cooperative efforts, develop forms, procedures and financial controls for carrying out their respective responsibilities under this Agreement.

18. The Contractor shall not assign this Agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

19. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

20. The parties agree to renegotiate this Agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

21. This Agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

22. 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.

23. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees

is solely the responsibility of the Contractor.

24. During the performance of this Agreement, the Contractor agrees as follows:

The Contractor shall not, on the grounds of age, race, color, or national origin:

- a. deny an individual any services or other benefits provided under the program;
- b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
- c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;
- d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;
- e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;
- f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or afford him an opportunity to do so which is different from that afforded others under the program.

25. During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.
- b. The Contractor shall send to each labor union or representative of workers

with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

- c. The Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- d. The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.
- e. The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f. This Agreement may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied

with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- g. The Contractor shall include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

26. The Contractor shall be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or

fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and,

- b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.
- c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

27. The Contractor shall indemnify the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, 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 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.

28.

A. By submission of any bid in connection with this Agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and
- c. 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), (b) and (c) 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), (b) and (c) 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.

C. The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer 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 28(A).

In Witness whereof, the parties hereunto have signed this Attachment and the Agreement for Day Care Services to which this Attachment is annexed and have affixed their signatures on the day and year appearing opposite thereto.

Date: _____

Oneida County: _____

Anthony J. Picente Jr., County Executive

Approved _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 26 Oct 2017

Herkimer College: Cathleen K. McColgin

Cathleen McColgin, Ph.D., President

CONTRACT ATTACHMENT B

Contractor will provide a list of all Day Care Sites and Addresses this Agreement covers:

Site Name

Address

HCCC Child Care Center

100 Reservoir Rd. Herkimer NY
13350

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 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 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 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 or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The 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 OF 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 Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial 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 an 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 subcontractor 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 re-disclosure in violations of State Law and Regulations.

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

"This information has been disclosed to you from confidential records which are protected by 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 its subcontractor'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, 9th 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. If the Department should determine that the Contractor 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;
- A 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, and 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.

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, 41 CFR 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.

Herkimer College

NAME OF CONTRACTED AGENCY

Cathleen McColgin, Ph.D., President

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Cathleen C. McColgin
SIGNATURE

26 Oct 2017
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 Date of Execution 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, and 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. Executory 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 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:

Herkimer College- HCCC Child Care Center
Day Care Services

41901
Date of Execution – September 30, 2018

1. No Federally 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 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 indicted 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 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. Workers' 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.

Page 48 of 48

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.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

August 30, 2017

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

FN 20

17-398

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

Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES
WAYS & MEANS

Date 11/6/17

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

This Purchase of Services Agreement with the City of Rome through its Police Department provides one Law Enforcement Coordinator specially trained in the Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the Center as part of the multidisciplinary team and act as the liaison between the Child Advocacy Center and their respective agency.

The Child Advocacy Center was established in 1990 in response to the multidisciplinary approach to the investigation of child sexual abuse and physical abuse. The multidisciplinary team is located at the Center with child protective services, medical providers, victim advocates, counseling, law enforcement and the District Attorney's office.

This Agreement is scheduled to become effective January 1, 2018 through December 31, 2018. The total cost is \$117,454.00, of which the Rome Police Department contributes \$ 23,490.800 and the Department of Social Services contributes \$93,963.20, with a local share of \$35,236.20.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/vlc
Attachment



18901

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other x _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: City of Rome through its Police Department
City Hall on the Mall
Rome, New York 13440

Title of Activity or Services: Child Advocacy Center Law Enforcement Coordinator

Proposed Dates of Operations: January 1, 2018 through December 31, 2018

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Child Advocacy Center is a multidisciplinary team which provides on-site law enforcement, caseworkers, victim advocacy, scheduled medical examinations, and counseling to victims of child sexual abuse. The contract allows for one (1) Police Officer from the Rome Police Department to act as a Law Enforcement Coordinator dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes

The Contractor provides a Law Enforcement Coordinator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- a. Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers, and counseling and advocacy;
- b. Provide a coordinated approach of reported Child Sexual Abuse cases that are indicted, prosecuted, and convicted; and
- c. Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

(1) Law Enforcement Coordinator provided by the Rome Police Department who will work with a multidisciplinary team consisting of an additional:

- a. Two (2) Part-Time Law Enforcement Coordinators provided by the Oneida County Sheriff's Office;
- b. One (1) Full-Time Law Enforcement Coordinator provided by the Utica Police Department; and
- c. One (1) Child Advocacy Administrator provided by the Oneida County Sheriff's Office.

Total DSS Funding Requested:

Total Cost	=	\$ 117,454.00
Department of Social Services		\$ 93,963.20
Rome Police Department support		\$ 23,490.80

Account #: A6011.49537

Oneida County Dept. Funding Recommendation: \$93,963.20

Mandated or Non-mandated: Mandated to have a multidisciplinary team

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

Federal	\$	0.00
State	\$	58,727.00.00
Department of Social Service	\$	35,236.20.00
Rome Police Department	\$	23,490.80.00

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The 2017 total Contract amount was \$115,367.00 with Department support in the amount of \$92,293.60. The Rome Police Department has taken on 20% of the total cost of this contract since 2008.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made and entered in to by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York (hereinafter referred to as the County), through its Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the Department), and The City of Rome, New York, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall On The Mall, Rome, New York 13440 (hereinafter referred to as the Contractor).

WHEREAS, the County and the Department have the need for a more intensive and coordinated approach to the investigation of child sexual abuse; and

WHEREAS, the County and the Department have received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

WHEREAS, the Department is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Rome Police Department; and

WHEREAS, the CAC grant funding allows for training of LECs; and

WHEREAS, the Contractor has the interest and capability to provide an LEC; and

WHEREAS, The Contractor desires to participate in the CAC by and through its Police Department;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE CONTRACTOR AS FOLLOWS:

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2018.
2. The option to renew this Agreement under the same terms and conditions herein is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely

*City of Rome
Child Advocacy Center Participation*

#18901
1/1/18-12/31/18

to the CAC for forty (40) hours per week.

2. The LEC shall facilitate and assist the CAC in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall be the liaison between the CAC, the Rome Police Department, the Department and the District Attorney's Office in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall be responsible for the following:
 - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
 - i. Be the contact person for law enforcement agencies with questions about proper procedure in MDT cases;
 - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
 - iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
 - B. Act as a liaison between the CAC, the District Attorney's Office (DA), the Department, and various law enforcement agencies in matters relating to MDT cases:
 - i. Develop and maintain professional, working relationships with all County agencies;
 - ii. Confer with police agencies about the status of criminal investigations of MDT child abuse cases;
 - iii. Confer with the DA regarding the status of MDT case prosecutions; and
 - iv. Work with partner agencies to resolve issues involving the criminal aspect of MDT child abuse cases.
 - C. Keep current on issues relevant to the LEC position and take part in training opportunities when able, at the Contractor's discretion.

- D. Work collaboratively with other CAC staff and MDT members.
- E. Compile and keep current a list of contact information for local police agencies and team members.
- F. Perform all duties with sensitivity to the confidential nature of MDT child abuse cases.
- G. Contractor agrees that the Police Officer assigned to the role of LEC as part of the CAC, shall:
 - i. Investigate allegations of the sexual abuse of children;
 - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Rome Police Department Manual;
 - iii. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the DA;
 - iv. Gather and process evidence on cases assigned to Police Officer;
 - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
 - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill the duties under this Agreement, and assist in developing the methods and means for operation of the CAC; and
 - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement, as deemed appropriate by the Contractor.
- H. The Parties hereto agree to work together to meet the following goals:
 - i. Maintain a multidisciplinary team consisting of experienced and trained personnel from Child Protective Services, law enforcement, medical providers, Rape Crisis, and the DA's office;
 - ii. Increase the percentage of reported child sexual abuse cases that are indicted, prosecuted and convicted;
 - iii. Decrease the number of necessary interviews with child victims;
 - iv. Decrease the level of trauma to child victims and secondary victims;
 - v. Maintain a child-oriented interview setting;
 - vi. Maintain accurate records of reports, arrests, prosecutions, and convictions;
 - vii. Provide on-going training; and
 - viii. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

III. PERFORMANCE OF SERVICES

1. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. Contractor shall use Contractor's best efforts to perform the services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
2. Contractor acknowledges and agrees that Contractor and its subcontractors have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. Neither the Contractor, nor its employees or subcontractors, shall be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its employees and subcontractors, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Neither the Contractor, nor its employees or subcontractors shall be eligible for compensation from the County 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.
3. Contractor acknowledges and agrees that neither Contractor, nor its employees or subcontractors, shall be eligible for any County employee benefits, including retirement membership credits.
4. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its employees or subcontractors under this Agreement, and for compliance with all applicable labor and employment requirements, and with respect to the employees or subcontractors, including payroll deductions, worker's compensation insurance, and

provision of health insurance where required. The County shall not be responsible for withholding 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). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

5. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, 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.
7. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

V. EXPENSES

1. Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. TRAINING

1. Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings which allow an officer to work in the CAC. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings which allow an officer to work in the CAC, which will be paid for directly by the County, as allowable under the CAC grant.

VII. REIMBURSEMENT

1. The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. Certified copies of the assigned Investigator's official time sheets will be attached to said vouchers. Any other documentation required by the Department to show the actual cost incurred by the Contractor shall be provided.

2. The Department shall reimburse the Contractor eighty percent (80%) of the cost for the services of the aforesaid police officer. The total annual cost of the officer to the Contractor is \$117,454.00. The County shall reimburse the Contractor 80% of the actual costs incurred by the Contractor, and said reimbursement shall not exceed \$93,963.20 for the duration of this Agreement. The remaining cost of the officer shall be the sole responsibility of the Contractor.
3. Any time spent by the assigned officer relating to matters not included in this Agreement without the prior approval of the CAC Administrator shall not be reimbursed.
4. Any expenses or financial obligations made by the investigator without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;
5. Rate of pay and fringe benefits shall comply with the provisions of the active Police Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that the actual cost of the police officer to the Contractor is increased by a newly negotiated PBA Agreement, the Contractor shall submit a copy of the newly applicable PBA Agreement to the Department, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor eighty percent (80%) of the new cost.

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate;
 - i. CGL coverage shall be written in ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury;
 - ii. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance

or self-insurance, including and deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for addition insureds shall include completed operations;

b. Automobile Liability

- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
- ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as additional insured on the auto policy. Coverage for additional insureds shall be on a primary and non-contributing basis.

c. Professional Law Enforcement Liability Insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

d. Workers Compensation and Employers Liability;

- i. Statutory limits apply.

2. Waiver of Subrogation: Contractor waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Professional Law Enforcement Liability or Workers Compensation maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
4. Indemnification: The Contractor agrees that it shall defend, indemnify and hold harmless 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 negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from

any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

IX. RECORDS

1. At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Provider shall provide all authorized representatives of the County, the Department and the State or federal government with full access to all records relating to the Provider's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

X. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

XI. TRANSFER OF AGREEMENT

1. Neither the Contractor nor the Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

XII. ENTIRE AGREEMENT

1. The Contractor and the Department agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement;
2. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises;
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect;
4. Said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein;
5. The terms of this Agreement, including any attachments, amendments, addendums or

appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede 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.

XIII. ADVICE OF COUNSEL:

- 1. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year below written.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., Oneida County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

City of Rome: _____

Jacqueline M. Izzo, Mayor

APPROVED OCT 26 2017

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.**

THE CITY OF ROME, NEW YORK

BY: 

**GERARD F. FEENEY
CORPORATION COUNSEL**

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 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 subparagraph 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 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 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 contact 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 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.

City of Rome

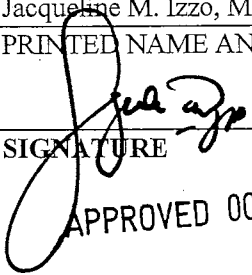
NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE



10/26/17

APPROVED OCT 26 2017

**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: _____

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2018 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, and 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. Executory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
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 indicted 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 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. Workers' 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.

City of Rome
Child Advocacy Center Participation

18901
1/1/18-12/31/18

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 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. Workers' 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.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

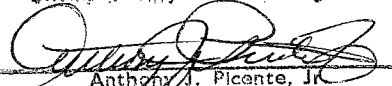


ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

October 5, 2017

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

EN 20 17-399 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
Date 10/19/17
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators between The Neighborhood Center, Inc. and the Department of Social Services for the Detention Diversion Case Planning Services Program. This program is a Person in Need of Supervision (PINS) program aimed at helping youth improve their behavior in the community, school, and/or at home.

The Detention Diversion Case Planning Services program provides an innovative managed care approach based on wrap-around care principles to the children in our community that are deemed at high risk of placement. Services offered by this program include but are not limited to, Clinical Service, Case Management, Family Support, and Support Groups.

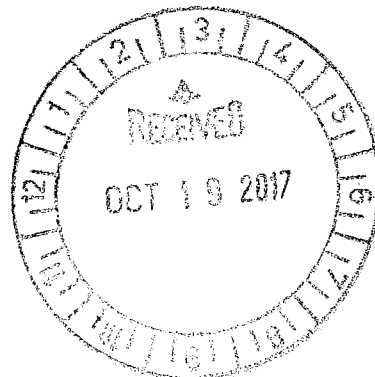
The contract term is January 1, 2018 through December 31, 2018 at a cost of \$901,410.72. The local cost to support this effort is 27.18% or \$ 245,003.43.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/vlc
attachment



18607

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: The Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: PINS Detention Diversion, Case Planning

Proposed Dates of Operations: January 1, 2018 – December 31, 2018

Client Population/Number to be Served: 68 school age children and their families who are at serious risk of foster care or institutional placement through Family Court due to their behavior in school, at home or in the community.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This program is designed to manage the care of children, both preventive and aftercare, from the point of entry into the program through resolution of the risk. The services will be provided for up to six months from the time of admission, with the intention that the family be transitioned to and supported by appropriate established community-based services within that time frame. The services are designed to be flexible and to meet the individual needs of children and their families; agency staff will work in whatever capacity is needed to coordinate individualized 'wrap-around' services for referred families. Program provides 24-hour crisis management service and flexible working hours. All cases will receive a comprehensive assessment with an individualized comprehensive family plan developed in partnership with the child and family. Services to be offered by program staff include, but are not limited to, the following: clinical service, case management, family support, support groups and referral with follow-up at any point necessary to any appropriate service. Referrals to other support services will be individualized, many to be coordinated as a gradual transition, if necessary. The Neighborhood Center will maintain its support until the transition to appropriate community-based service/programs is complete and deemed successful.

2). Program/Service Objectives and Outcomes -

Youth involved with this program will demonstrate an increased ability to live within the laws of the community, Family Court directives, and parent controls. Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources in order to deter further JD/PINS related behavior.

3). Program Design and Staffing Level -

Total Funding Requested: \$901,410.72

Oneida County Dept. Funding Recommendation: \$901,410.72

Account #: A6070.49547

Mandated or Non-mandated: Preventive mandated service

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

Federal	38.39 %	-	\$346,051.58
State	34.43 %	-	\$310,355.71
County	27.18 %	-	\$245,003.43

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 2011 for these services. The 2017 contract for this service was \$901,411.00.

O.C. Department Staff Comments: The program has been successful in diverting out-of-home placements.

This program was submitted through the RFP process and The Neighborhood Center, Inc. was awarded the contract.

THIS AGREEMENT, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Social Services (hereinafter called the Department), having its principal offices at 800 Park Avenue, Utica, New York 13501, and The Neighborhood Center, Inc.; a not-for-profit corporation as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law, having its principal offices at 615 Mary Street, Utica, New York 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq. of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law, or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County, Section 409 et seq. of the Social Services Law and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I: DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive Services shall mean supportive and rehabilitative services provided to
The Neighborhood Center Inc. # 18607
Detention Diversion Case Planning (PINS Diversion) 1/1/8-12/31/19

children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a Family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated Preventive Services shall mean Preventive Services provided to a child and his or her family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management is defined as the responsibility of the Department to authorize the provision of Preventive Services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing Casework Contact as defined in paragraph (4) of this Agreement. Case Planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts are defined as:

(a). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians that constitute Preventive Services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(b). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and Family's service

(5). Clinical Services are defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

(6). Day Care Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, educational and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not more than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency Cash or Goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter is defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include but are not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services is defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

SECTION II: TERM OF AGREEMENT

(1). The term of this Agreement shall be from January 1, 2018 through December 31, 2018. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of Agreement.

SECTION III: SCOPE OF SERVICES

(1). It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(3). The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the Program narrative and rates of payment described in Appendix B of this Agreement.

(5). The Contractor and the department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from their statutory or contractual obligations to continue to provide Preventive Services for the child or other children in its care.

(8). Case Planning, along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans as set forth in 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The CONTRACTOR shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV: FAIR HEARINGS

(1). The Department shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department will also inform applicants for or recipients of Preventive Services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V: REIMBURSEMENT AND SERVICE FEES

(1). The Department shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this Agreement and in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.

SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day to day provision of Preventive Services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this Agreement.

(3). The Contractor shall provide the services described in Appendix B of this Agreement at the principal location of:

THE NEIGHBORHOOD CENTER (PINS DIVERSION PROGRAM)
615 MARY STREET, UTICA, NEW YORK 13501

and shall provide the Department with written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address.

(4). The Department shall notify the Contractor with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving Preventive Services from the Contractor.

SECTION VII BOOKS: RECORDS AND REPORTS

(1). The Contractor shall keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(2). All information contained in the Contractor's files shall be held confidential by the Contractor and the department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(3). The records of individual recipients of services shall be made available to the Department upon request for consultation or review.

(4). The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

(5). The Contractor shall maintain financial books, records and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

(6). The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraph 3, 4, 5 and 6 of this Agreement, and until the expiration of (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII: INSURANCE

(1). The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

(a). Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from

premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

ii. Abuse and Molestation coverage must be included.

iii. Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

(b). Workers' Compensation and Employers Liability

i. Statutory limits apply.

(c). Automobile Liability

i. Business Auto Liability with limits of at least \$1,000,000 each accident.

ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

(d). Commercial Umbrella

i. Umbrella limits must be at least \$5,000,000.

ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

(e). Professional Liability with coverage limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

i. Coverage for review of cases and resulting professional assessment.

ii. Coverage for Abuse and Molestation.

(2). Waiver of Subrogation: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

SECTION IX: ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice a year to discuss the Contractor's services purchased by the Department. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of Service Plans and of achieving the goals stated therein, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance to Agreement requirements.

(4). If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this

Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION X: COMPLIANCE WITH LAW

(1). The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor shall be bound by the terms and conditions of any attachments, amendments, addendums or appendixes attached hereto and made a part hereof.

SECTION XI: TERMINATION OF AGREEMENT

(1). The Agreement may be terminated by mutual written agreement of the contracting parties.

(2). This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachment thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor shall not incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(3). In addition to the termination provisions set forth in paragraph 2 supra, the Department

shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(4). When this Agreement is to be terminated pursuant to Paragraph 2 and 3 hereinabove, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(5). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 2, or 3 supra, the Department shall arrange for the transfer to another Contractor of all public charges then served in the Contractor. In order to reimburse that Contractor for all public charges not transferred by the effective date of termination, the Department and Contractor shall negotiate an extension of this Agreement prior to the date of termination.

(6). The Contractor shall comply with all Department close-out procedures, including, but not limited to: account for and refund to the Department pursuant to this Agreement; not incur or pay any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmit to the Department or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement.

SECTION XII: MISCELLANEOUS

(1). The Department and the Contractor agree that the Contractor is an Independent Contractor and is not in any way to be deemed an employee of the County.

(2). The Contractor shall at all times defend, indemnify and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.

(3). The Contractor agrees that payment by the County will be contingent upon the Contractor submitting a Department approved claim form to the Department's Accounting Department certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.

(4). This Agreement may not be assigned, transferred or in any way disposed of by the

Contractor without first having obtained written approval thereof from the Department.

(5). The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(6). Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. Contractor further shall keep such required documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(7). The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede 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 THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

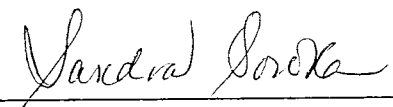
Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10/11/17

The Neighborhood Center, Inc.: 

Sandra Soroka, 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 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 B
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY.

Detention Diversion Case Planning Services (PINS Diversion) Program
with
The Neighborhood Center, Inc.

1. This Agreement is by and between the Contractor to provide Preventive Services identified as Detention Diversion Case Planning and Caseworker Contacts as defined in the Agreement.
2. The Department is in need of PINS (Person in Need of Supervision) Detention Diversion Case Planning Service. Contractor possesses expertise in working with PINS and JD (Juvenile Delinquent) individuals and has a thorough understanding of the Social Services PINS Diversion System, JD Court System, as well as resources in the community.
3. The Contractor shall handle a maximum of 68 children and their families who are at serious risk of Foster Care or Institutional placement through Family Court due to their behavior at school, at home, or in the community at any given time.
4. This program shall be designed to manage the care of children, both preventive and aftercare, from the point of entry into the program, through resolution of the risk. Children and their families will be able to access this program at whatever point they are in the system. The services shall be provided for a range of six (6) to eighteen (18) months from the time of admission; commencing with a rapid comprehensive assessment and quick identification of needs, with the intention that the family be transitioned to and supported by appropriate established community-based services within that time frame.
5. Services shall be designed to be flexible and to meet the individual needs of children and their families. Contractor's staff will work in whatever capacity is needed to coordinate individualized "wrap-around" services for referred families.
6. The program shall provide 24-hour crisis management services and flexible working hours. The program shall be designed to be a no-refusal program that will accept all referrals with adequate referral information within one (1) business day up to the limits of availability. In the event that no openings exist at the time of the referral, a prioritized waiting list shall be established based upon immediacy of need.
7. All cases shall receive a comprehensive assessment with an individualized comprehensive family plan that meets the needs of all family members, developed in partnership with the child and family within seven (7) days of admission. Services to be offered by program staff

include, but are not limited to, the following: Clinical Service, Case Management, family support, support groups and referral with follow-up at any point necessary to any appropriate service. Referrals to other support services shall be individualized, and may be coordinated as a gradual transition if necessary.

8. Program Objectives:

- a. To implement and develop individual programs that will provide the Family Court with an effective system of therapeutic remediation for JDs, PINS, and their families;
- b. To serve effectively up to a maximum caseload of 68 children and their families. These families would have youth who are:
 - i. Court adjudicated PINS, directed into the Agency's PINS Diversion Program for six (6) to eighteen (18) month period to prevent institutional placement, and;
 - ii. At risk of Family Court involvement and foster care/institutional placement:

9. To redirect patterns of incipient delinquent behaviors through the development of individualized programs which utilize and coordinate a wide variety of community resources such as schools, vocation, recreational, and artistic programs, as well as health and mental health programs;

- a. To maintain and strengthen each client's family unit whenever possible;
- b. To provide follow-up planning and support services; and
- c. To reduce and/or divert the number of institutional placements in Oneida County.

10. Intake/Referral Procedures

- a. Eligibility- The Department shall be responsible for determining eligibility for Preventive Services and authorization of services via required service application and WMS Authorization.
- b. The Contractor shall accept referrals from the Department's PINS/Preventive Worker, and through the Committee on Alternate Placement (CAP) & (V-CAP). In the event that the County's PINS Diversion System changes, the referral system would likewise vary.
- c. The Contractor shall participate in the CAP meetings. Upon referral, the Contractor shall make contact with the family and school within two (2) days. The Contractor

shall participate in the CAP Meeting. Upon referral the Contractor shall obtain an application for Preventive Services for the Department in those cases in which a service case is not already opened.

11. Scope of Services

- a. Clients seeking services to prevent involvement in Family Court would participate in intensive individual and family work for six (6) to eighteen (18) months. Caseworker Contacts shall occur during both normal business hours and non-traditional hours as follows:
 - i. Weekend visitation with the child without the family being present at least once per month;
 - ii. Weekly visitation with the child and the family;
 - iii. Weekly meetings with the therapist involved in the treatment of the child and family if applicable.
- b. Visitation is in addition to any group recreational activities that the child may be involved in.
- c. Transportation shall be provided by the Contractor to and from school in the case of suspected or verified truancy.
- d. The Contractor shall be allowed flexibility in treatment plans to determine the most appropriate/effective services for each family and to try a variety of approaches if the schedule of visitation listed above does not meet the needs of the child or family.
- e. An Amendment to the Case Plan must be submitted and approved by the Department's designated Case Manager for PINS Diversion if the schedule of visitation will not be followed.
- f. The Contractor shall determine whether the services provided by them are appropriate to meet the needs of the child being referred, and shall develop a service plan using the Uniform Case Record, per the Service Plan Review Standards. The Contractor shall maintain Casework Contacts as required by State Department of Social Services.
- g. The Contractor shall assess the needs of all family members and provide services to individual children as needed tracking them in Connections/Child Care Review Services system and indicating services and progress in progress notes and Uniform Case Record UCR.

- h. The Contractor shall complete progress notes contemporaneously with the event and ensure that these are given to the Case Manager or Supervisor no later than two (2) weeks after contact. The Contractor shall copy any material they need at their site. The Contractor shall provide training and supervision in the preparation of case progress notes.
- i. The Department shall provide Case Management functions to include monitoring of CPS cases, responsibility for submission of Connections/Child Care Review Services information, approval of the service plan, and Utilization Review procedures. In the event of conflict regarding a service plan, the Department of Social Services Caseworker shall be contacted to resolve the issue. The final responsibility for Child Protective cases must rest with Child Protective Services.
- j. The Contractor shall provide emergency services to the clients.
- k. The Contractor shall handle the full caseload regardless of temporary vacancies in staffing of the Contractor.
- l. The Contractor shall adhere to the case policies, procedures, and protocols as set forth by the Department of Social Services, as required by law, rule or regulation.
- m. The Contractor understands that it is a mandated reporting source for child abuse and neglect, and agrees that, as mandated reporter, they will report all instances of suspected child abuse, neglect, and/or maltreatment to the Central Registry as required by law. Reports to the Registry shall be followed by submission of a completed 2221A to the local Department of Social Services.
- n. In any event of home visitation in which representatives of the Contractor observe negative living conditions in the residences, the Contractor shall report these conditions to the responsible codes Department for the municipality in which they are located, or to the Department of State if the Municipality has no code enforcement agency. Each representative of the Contractor shall be required to have a checklist and shall complete the checklist after making visual inspections, and shall also report any gross deviations from normal living standards not included on the checklist.
- o. The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations:
 - i. Medical Appointments;
 - ii. Visitations;

- iii. Counseling appointments;
 - iv. Shopping;
 - v. Contacts with other Agencies to improve housing;
 - vi. Pre-Placement Visits, if necessary;
 - vii. To the Department for Departmental business.
- p. The Contractor agrees to provide a final report and a fiscal reconciliation upon presentation of a final billing for the program. The Contractor will provide a quarterly Contract Report every three (3) months. The Contractor agrees to prepare and provide the Department any and all monthly reports required by the County and State Governments.
- q. The Contractor shall furnish Preventive Services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.
- r. The Department shall be responsible for determining the eligibility of persons for Preventive Services of children to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.
- s. The Department shall be responsible for case management which shall include authorizing the provision of Preventive Services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.
- t. The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service/Connections.
- u. The Contractor shall review and discuss the service plan with the Department. Any changes in the plan, or significant deviation there from, shall be submitted in a revised plan to the Department prior to the implementation of the proposed change. The Contractor shall implement the change upon receipt of written approval by the Department.

- v. The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.
- w. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.
- x. Program Policies and Protocols are subject to change throughout the program year.
- y. The Contractor shall devise a Program Evaluation which shall be established upon agreement by the Department.
- z. The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to complete a Contract Staff Vacancy Report upon any changes.
- aa. The Contractor shall submit a listing of the Board of Directors at least annually, and to notify the Department of changes in the Board of Directors during the term of this Agreement.

11. Outcome/Measurements for the Detention Diversion Case Planning (PINS Diversion) Program

a. Outcome:

- i. Youth involved with this program will demonstrate an increased ability to live within the laws of the community, as well as follow family court directives and parental controls.

b. Performance:

- i. Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources such as educational support, advocacy and referral, health and mental services, recreational and vocational programs, and casework counseling in order to deter further JD/PINS related behavior.

c. Measurement:

- i. 70% of the youth referred to the program will not present to Family Court as a result of a violation of a current court order within a twelve (12) month period following termination of services.

- ii. 70% of the youth referred to the program will continue to successfully reside in their homes for at least a twelve (12) month period following termination of the diversion services.

12. Performance of Services

- a. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Preventive Services. Contractor shall use Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details and means of performing the Preventive Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- b. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Department, and the Department shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the Department, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.

13. Reimbursement for Services

- a. Services will be billed on a per slot basis as follows:
 - i. The Contractor will service a maximum of 68 children and their families at any given time.
 - ii. For the term of January 1, 2018 through December 31, 2018 the Department will reimburse the Contractor \$1,104.67 per child (and his/her family) provided with services, per month.

- iii. If a child (and his/her family) is provided with services for at least twenty-one (21) days per month, the Contractor will receive the full monthly rate. If child (and his/her family) is provided with services for less than twenty-one (21) days in a month, payment will be prorated to a daily rate of \$36.32. The daily rate is calculated as the full monthly rate multiplied by twelve (12) months and divided by 365 days.
 - iv. The maximum reimbursement for the term of this Agreement shall not exceed \$901,410.72.
- b. The Contractor shall bill monthly on County vouchers with the Contract number and name provided by the Department. The vouchers shall have attached:
- i. Statement identifying each Child provided with services in said month, listing the days of admittance and discharge from program.
 - ii. Copy for each case of "Itemized Individual Billing for Preventive Services" with case number Case Manager's name, and case comments.
 - iii. Other data which shall be mutually agreed upon.

14. Term of Agreement

- a. The full term of this Agreement shall be from January 1, 2018 through December 31, 2018. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of Agreement.
- b. The Agreement can be terminated with a 30-day written notice by either party.
- c. This Agreement supersedes any and all prior agreements between the Department and the Contractor with regards to provision of PINS Diversion Services.

15. Independent Contractor Status

- a. It is expressly agreed that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that

they will conduct themselves in accordance with such status, that the Contractor and its Assistants will neither hold themselves out as, nor claim to be, officers or employees of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.

- b. Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and Department agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Contractor's Assistants shall not be eligible for compensation from the County 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.
- d. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.
- e. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor shall indemnify and hold the Department harmless from all loss or liability incurred by the Department as a result of the Department not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the Department 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.
- h. The Contractor shall comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
 - i. Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.
 - j. Contractor shall not be required to attend or undergo any training by the Department. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

16. Miscellaneous Provisions

- a. The Contractor shall prepare and provide the Department with any and all monthly reports required by the County and State Governments.
- b. Financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel. Contractor financial records for the contracted program must be completed and available to the Department of Social Services fiscal staff for review and Audit upon request.
- c. The Contractor agrees that the equipment purchased under this contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.
- d. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

APPENDIX C

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 provided 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 Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial 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 an 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 subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by 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 its subcontractor'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 of 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;
- A 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.

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 Neighborhood Center, Inc.

NAME OF CONTRACTED AGENCY

Sandra Soroka, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Sandra Soroka

SIGNATURE

10/11/17

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 January, 2018 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, and 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. Executory 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 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:

*The Neighborhood Center Inc.
Detention Diversion Case Planning (PINS Diversion)*

18607
1/1/8-12/31/19

1. No Federally 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 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 indicted 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 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. Workers' 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.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

October 13, 2017

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

FN 20 17-400

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

HEALTH & HUMAN SERVICES

[Signature]
Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

WAYS & MEANS

Date: 10/27/17

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Parent Aide Services are defined by New York State Office of Children and Family Services as those services provided in the home and community that focus on the need of the parent for instruction and guidance. This service improves parental and family functioning to avoid an out of home placement for children.

The Department has contracted with Mohawk Valley Community Action Agency, Inc. for several years for Parent Aide Services. The Parent Aide Services program provides intensive in-home services to families in need of guidance, instruction, and education whose children are at serious risk of foster care or institutional placement through Family Court. Techniques may include, but not be limited to, role modeling, listening skills, home management assistance, education in parenting skills, personal coping behavior, personal hygiene, anger management, and age appropriate expectations. The goal is to provide Preventive Services and re-direct the families to avoid child abuse, neglect, and foster care placement.

This Agreement is for the term January 1, 2018 through December 31, 2018 and has a maximum total cost of \$465,337.00 for the duration of this agreement. The local cost to support this effort is 27.18 % or \$126,478.60. This service is a vital element in our Preventive Services Program.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Thank you for your attention to this matter.

Sincerely,

[Signature]

Lucille A. Soldato
Commissioner

LAS/vlc
attachment.



14901

Oneida Co. Department Social Services

Competing Proposal X

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Mohawk Valley Community Action Agency, Inc.
9882 River Road
Utica, New York 13502

Title of Activity or Services: Parent Aide Services

Proposed Dates of Operations: January 1, 2018 through December 31, 2018

Client Population/Number to be Served:

Parent Aides will provide community-based services to 145 families at any given time in order to prevent foster care placement and to return children from foster care. The purpose of this program is to decrease the number of children being placed into foster care and to return children to a permanent living arrangement. The agency will pursue an aggressive policy regarding permanency planning for children at risk of being placed into care and children already in care.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Parent Aide Service is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designated to maintain and enhance parental functioning and family/parent role performance. Techniques may include but are not limited to role modeling, listening skills, home management assistance and education in parenting skills, personal coping behavior, personal hygiene. and anger management.

2). Program/Service Objectives and Outcomes

Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

3). Program Design and Staffing Level

One (1) Program Manager
Ten (10) Family Specialists

Total Funding Requested: \$465,337.00

Oneida County Dept. Funding Recommendation: \$465,337.00 Account # A6070.49547

Mandated or Non-mandated: Preventive Mandated service

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

FEDERAL	38.39 %	\$178,642.87
STATE	34.43 %	\$160,215.53
COUNTY	27.18 %	\$126,478.60

Cost Per Client Served:

Past performance Served: Mohawk Valley Community Action has contracted with Oneida County Department of Social services for Parent Aides since 1985. The total cost of this contract in 2017 was \$465,337.00.

O.C. Department Staff Comments: The Department sent this service out to RFP in 2014 and received 4 responses. The Department awarded the contract to Mohawk Valley Community Action Agency, Inc. and has been satisfied with the services of this provider.

14901

THIS IS AN AGREEMENT (hereinafter called the Agreement) by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at 800 Park Avenue, Utica, New York 13501 (hereinafter called the County) through its Department of Social Services (hereinafter called the Department), and Mohawk Valley Community Action Agency, Inc., a not-for-profit corporation as defined in Section 102 (a)(5) of the New York Not-For-Profit Corporation Law having its principal offices at 9882 River Road, Utica, New York 13502 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law including Preventive Services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the Preventive Services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these Preventive Services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted:

(1) Preventive Services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the

purpose of averting a disruption of a Family which will or could result in placement of a child in foster care, enabling a child who has been placed in foster care to return to his Family at an earlier time than would otherwise be possible, or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management shall be defined as the responsibility of the Department to authorize the provision of Preventive Services, to approve the child and his or her Family eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning shall be defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning responsibility shall also include documenting child and his or her Family's progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this Agreement. Case Planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts is defined as:

- i. Individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians constitutes Preventive Services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.
- ii. Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and Family's service plan.

(5). Clinical Services shall be defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a

licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

(6). Day Care Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(7). Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency Cash or Goods shall be defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter shall be defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services shall be defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training shall be defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a Family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services shall be defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

(18). Client shall mean a child and/or his or her Family determined by the Department to be eligible for Preventive Services.

SECTION II TERM OF AGREEMENT

(1). The term of this Agreement shall be from January 1, 2018 through December 31, 2018. The option to renew this Agreement is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement. It is understood and agreed that the County and the Department shall not be obligated to extend or renew the terms of this agreement.

SECTION III SCOPE OF SERVICES

(1). It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to Clients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(3). The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving Client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the Purchase of Service Specifications Between Oneida County Department of Social Services and Mohawk Valley Community Action Agency, Inc. attached hereto and made part hereof as Appendix B.

(5). The Contractor and the Department shall cooperate in the collection and exchange of

data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a Client, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the Client or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix B of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(1). The Department shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department will also inform applicants for or recipients of Preventive Services how to file a fair hearing request. Whenever an applicant or recipient requests a fair hearing the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT

(1). The Department shall reimburse the Contractor for provision of Preventive Services in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.

(2). The Department shall monitor the performance of the Preventive Services monthly and a fiscal penalty shall be imposed for the Contractor's failure to meet program outcomes as detailed under title "Outcomes/Measurements for Parent Aide Agreement" of Appendix B. A fiscal penalty

equal to a reduction of two percent (2%) of the monthly installment shall be assessed for each outcome not met.

(3). Payment shall be issued in monthly installments, as detailed below, upon submission of a County voucher and data necessary to allow the County and the Department to determine if a Fiscal Sanction is to be assessed.

- i. Monthly payment from January 1, 2018 through November 30, 2018 shall be \$38,778.08.
- ii. Monthly payment from December 1, 2018 through December 31, 2018 shall be \$38,778.12.
- iii. The total cost of the program under this Agreement shall not exceed \$465,337.00.

(4). The Contractor shall bill monthly on County vouchers with the Agreement number and Agreement name as provided by the Department. The vouchers shall have attached:

- i. Statement identifying each Client provided with Preventive Services in said month, listing the days of admittance and discharge from the program;
- ii. Copy for each case of "Itemized Individual Billing for Preventive Services" with case number, Case Manager's name, and case comments;
- iii. Title XX forms as required by the Department; and
- iv. Other data which shall be mutually agreed upon.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day to day provision of Preventive Services for each Client serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each Client rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the Preventive Services set forth in Appendix B of this Agreement.

(3). The Contractor shall provide the Preventive Services described in Appendix B of this Agreement at the principal location of:

MOHAWK VALLEY COMMUNITY ACTION AGENCY INC.
9882 RIVER ROAD, UTICA, NEW YORK 13502

and shall provide the Department written notification of the location(s) of any additional support services provided in conjunction with the child service plan, outside of the aforementioned address.

(4). The Department shall notify the Contractor with the person assigned to monitoring responsibility for child protective services for the recipients receiving Preventive Services from the Contractor.

SECTION VII BOOKS, RECORDS, AND REPORTS

(1). The Contractor shall keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each Client receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the Client, in addition to other recipients of service involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of Preventive Services at intervals required in the State Department of Social Services Regulations.

(2). All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(3). The records of individual Clients of Preventive Services shall be made available to the Department upon request for consultation or review.

(4). The Contractor shall maintain statistical records as required by the Department and will furnish such data at times prescribed by and on forms supplied by the Department.

(5). The Contractor shall maintain financial books, records and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the Preventive Services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

(6). The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for Preventive Services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraph 3, 4, 5 and 6 of this Section, and until the expiration of (6) years after the furnishing of Preventive Services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this

Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with Clients of Preventive Services, review of uniform case records, review of Preventive Service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those Local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice a year to discuss the Contractor's Preventive Services purchased by the Department. This shall include but not be limited to such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual Client reviews shall include determination of compliance to Agreement requirements.

(4). If the Contractor significantly does not conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names

and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION IX COMPLIANCE WITH LAW

(1). The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor shall be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(1). This Agreement may be terminated by mutual written agreement of the contracting parties.

(2). This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(3). In addition to the termination provisions set forth in paragraph 2 supra, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(4). When the Agreement is to be terminated pursuant to Paragraph 2 and 3 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of Agreement is involved, in which case the effective date shall not be less than thirty (30) days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(5). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 2, or 3 supra, the Department will arrange for the transfer to another Contractor of all Clients then served by the Contractor. In order to reimburse that Contractor for all Clients not transferred by the effective date of termination, the Department and Contractor will negotiate an

extension of this Agreement prior to the date of termination.

(6). The Contractor shall comply with all Department close-out procedures, including but not limited to: account for and refund to the Department any overpayments or excess funds paid to the Contractor pursuant to this Agreement; not incur or pay any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmit to the Department or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any Preventive Services provided under the terms of this Agreement.

(7). The Contractor agrees that any equipment purchased with funds under this Agreement is the property of the Department and shall revert to the Department upon any termination or failure to renew the Agreement pursuant to State law.

SECTION XI PERFORMANCE OF SERVICES

(1). This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.

(2). The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(3). Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. Contractor further agrees to keep such required documents in full force and effects during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(4). The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Preventive Services. The Contractor shall use the Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the location, method, details and means of performing the Preventive Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

(5). The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

(6). The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County

without the prior written authorization of the County.

(7). The Contractor is solely responsible for paying all of its business expenses related to furnishing the Preventive Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating costs.

(8). The Contractor and its Assistants shall not be required to attend or undergo any training by the Department. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Preventive Services described herein and shall be solely responsible for the cost of the same.

SECTION XII INDEPENDENT CONTRACTOR STATUS

(1). It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that neither the Contractor nor its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(2). The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

(3). The Contractor and its Assistants shall not be eligible for compensation from the County 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.

(4). The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

(5). The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

(6). The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(7). If the Internal Revenue Service, Department of Labor, 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.

(8). The Contractor shall 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.

SECTION XIII INDEMNIFICATION

(1). The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.

SECTION XIV INSURANCE REQUIREMENTS

(1). The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Abuse and Molestation coverage must be included.
 - c. Oneida County, and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- ii. Workers' Compensation and Employers Liability
 - a. Statutory limits apply.

- iii. Automobile Liability
 - a. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

- iv. Commercial Umbrella
 - a. Umbrella limits must be at least \$5,000,000.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - b. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

- v. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

(2). Waiver of Subrogation: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

SECTION XV CHOICE OF LAW

(1). If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.

SECTION XVI ADVICE OF COUNSEL

(1). Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and conditions of this Agreement.

SECTION XVII ENTIRE AGREEMENT

(1). 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 wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: _____

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

Approved: _____
Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 10/23/17.

Mohawk Valley Community Action Agency, Inc.: Amy Turner
Amy Turner, 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 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 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

Purchase of Service Specifications Between Oneida County Department of Social Services and Mohawk Valley Community Action Agency, Inc.

I. Preventive Service Goals and Objectives:

A. Definition: Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family / parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

B. Target Population: Contractor's Parent Aides will provide community-based services to 145 families at any given time in order to prevent foster care or to return children from foster care. The major priority of preventive services is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

C. Program Goals:

1. Provide family and community based services to children at imminent risk of placement into Foster Care and their families. The products are aimed at reducing the number of children entering / reentering Foster Care to include PINS and JDS and helping them return successfully to the community.
2. To reunify children in Foster Care with their families as quickly as possible through training, education and family support services designed specifically to strengthen the family unit. Intervention of Parent Aide Program services help to ensure a safer, more nurturing and health home environment.
3. To assist children and families in longer term planning when a return home from Foster Care is not possible. This may include adoption when appropriate and possible.
4. To serve a minimum of 145 families at any given time during the Agreement year.

II. Program Description:

A. Staffing: Mohawk Valley Community Action will employ (1) Program Manager and (10) Family Specialists (each Specialist will have a maximum caseload of 14 cases at any given time). Mohawk Valley Community Action agrees to Provide Parent Aide Services to (145) families at any one time during the Agreement year. These cases will be drawn from the

Department's active preventive and protective caseload. The parent aide will be available flexible hours to better serve the families. Staff will preferably hold a minimum of an Associate's degree or experience as deemed appropriate by the Department, with some experience in working with at-risk youth or providing parenting programming.

- B. The Contractor shall facilitate supervised visits at the Departments discretion.
- C. The Contractor shall continue to provide required services to families as outlined in this Agreement and New York State Department of Social Services Regulations regardless of the vacancy status of personal
- D. The Contractor shall provide Parent Aide Services as defined below by New York State Department of Social Services.
- E. Contractor shall cooperate with Oneida County Department of Social Services and provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law. Contractor shall participate in a centralized intake process and shall not reject any case referred nor close any case without prior written approval from the Department. Contractor shall not sub-contract any part of the Agreement award. Services will be provided in the family's home, as required by law.
- F. Contractor shall provide family and community-based services to children at imminent risk of foster care and their families to reduce the number of children entering or re-entering foster care and helping them return successfully to the community. Contractor shall reunify children in foster care with their families as quickly as possible, ensuring a safe, nurturing and healthy environment. Contractor shall assist in developing a permanency plan when children cannot return home. Contractor shall provide visitation services. Contractor shall provide all services to the awarded number of families, regardless of the vacancy status of personnel, as defined by the NYS Department of Social Services.

III. Department Required Operating Procedures:

- A. Referrals shall be made by the Department and faxed to the Contractor. The referral packet will include the parent aide referral form, any court orders and FASPS, as well as contact information for the current caseworker and supervisor. In the absence of the court order of FASP, the Department shall provide a brief summary of what is in the current court order and the basic service plan agreed upon at this point;
- B. Within 2 business days of the date of the referral the Contractor shall notify the Department who was assigned as parent aide to the case;
- C. Upon receipt of the referral, and within 2 business days of such, the parent aide shall contact the caseworker to discuss case issues, make an initial assessment of family's needs and create a possible plan of action;

- D. Within 5 business days of assignment the parent aide shall contact the family and establish meeting schedule. Parent aide contacts shall initially be weekly and as case transitions to closure contacts shall be decreased. These decisions shall be discussed with the assigned caseworker and made part of the service plan reviews;
- E. The caseworker shall be given the option of accompanying the parent aide on the first visit to the family;
- F. A Housing Inspection shall be completed and submitted to the Department within 10 business days;
- G. Weekly home visits shall occur at a minimum of one hour per week. (Direct service time with family does not include travel time.). Routine communication with caseworker shall occur after each visit. All contacts will be incorporated into service plan reviews;
- H. Parent aide shall make monthly phone or other personal contact with the assigned caseworker and provide monthly update as to case status;
- I. Parent aide shall complete contemporaneous case notes of all case contacts. These notes shall include, but not be limited to, the following information: where, when and how the contact occurred, who was present during the contact, purpose of the contact, issues discussed during the contact, any concerns noted during the contact, and an ongoing assessment as to how much progress the parent is making to reach the established goals. These notes shall be provided to a designated person within the Department by the 5th of the following month.
- J. Parent aide shall attend and participate in all FASP related meetings and/or service planning meetings that they are requested to attend when provided reasonable notice.
- K. Parent aide shall attend Court as requested and provide the following:
 - 1. Testimony, as needed;
 - 2. Parent aide shall make available case notes which include: where, when, and how contact occurred with the parent, who was present, purpose of the contact, issues discussed with the parent, concerns of either parent or parent aide, and an update on the parent's progress towards attaining goals.
- L. Parent aide shall utilize a parenting curriculum to provide one on one parent skills training. This training shall be a priority for the Contractor and every effort shall be made to complete the training expeditiously within the guidelines of the particular curriculum. The Contractor shall notify the Department of a parent's successful completion of the parenting program and/or the parent's failure to complete or benefit from the training.
- M. If a parent or family is non-compliant with parent aide services:

1. The parent aide shall notify the Department (both the caseworker and department's designated staff person) if after reasonable attempts a family is not cooperating with parent aide services.
 2. The Department shall schedule a service plan meeting to discuss lack of compliance and make an appropriate plan of action, Contractor staff shall participate in the meeting. If the decision is to terminate parent aide services pending future compliance the Contractor shall provide a letter to the Department outlining their efforts and the reason for the closure, all closures shall be approved by the Department.
- N. At every 6 month FASP review the Department's Grade A Supervisor must approve the continuation of parent aide services.
- O. child and his or her Family Referral and/or open cases will not be rejected or closed without the approval of the Department.
- P. Due to the large geographic area and lack of public services transportation is a key issue for families seeking self-sufficiency. The agency will work with the families to establish goals to address the transportation issue and enable them to plan for appropriate transportation when needed (ex. Considering transportation issues when locating a home or service, learning how to utilize public transportation services such as taxi's, bus routes, ride sharing, securing a vehicle if possible etc...). The Contractor agrees to arrange or provide transportation for child and his or her Family assigned to their caseload, for the following situations, but not limited to these situations:
1. Medical Appointments;
 2. Visitations;
 3. Counseling appointments;
 4. Shopping, and Contacts with other Agencies to improve housing;
 5. Pre Placement Visits, if necessary; and
 6. To the Department for Departmental business.
- Q. The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and may request such individual be relieved of his duties under this agreement and another person chosen in his place. The final decision on reassignment of staff rests with Contractor.

IV. Records and Reports:

- A. The Agency will complete Title XX Eligibility forms for each Family. The forms

must be submitted monthly with Oneida County Voucher no later than the 5th day of the following month to ensure payment and include a summary of the month's activity.

- B. All reports required herein are required by Federal, State or Local law, rule or regulation.
- C. The Contractor shall prepare and provide any and all monthly or Quarterly reports required by the County and/or State Governments pertaining to this Agreement. Monthly reports shall be completed and submitted by the 5th of the following month.
- D. The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to complete a Contract Staff Vacancy Report upon changes.
- E. The Contractor shall complete a listing of current Agreement Personnel upon a full execution of the Agreement. The Contractor shall notify the Department of staff vacancy and/or staff changes through the attached Staff Modification notice. Both staff data notices shall be sent to the Contract Administrator
- F. The Contractor shall provide a program "portfolio," as discussed and mutually agreed upon. The Contractor shall participate in program evaluation planning and preparation.

V. Contractor's Program Description: Family Development Family Support Services:

- A. Contractor provides comprehensive family support services based upon Family Development Model. The Family Development model is used to help families reduce the barriers, which prevent them from leaving poverty and becoming self-sufficient. The underlying purpose is the pursuit of a delivery system, which maximizes a family's potential so they may leave welfare and become a participating contributing member of our society.
- B. In working, with a family, the worker helps determine who owns a problem, points out alternatives and discusses solutions. The Family Development system focuses away from crisis orientated and fragmented services, towards an empowerment and family support based approach. The approach emphasizes prevention, interagency collaboration and a greater role for families when determining services. Long-term case management has been used successfully to assist participants in recognizing and solving their own problems, accessing services and setting goals, which will lead to stable families and ultimately self- sufficiency.
- C. The family development model consists of a six-step process:
 - 1 Stabilize household;
 - 2 Enhance living conditions;

- 3 Improve family members' physical, social and educational development;
- 4 Increase literacy levels and basic employment skills;
- 5 Coordinate delivery of integrated services;
- 6 Assist in empowering the family toward achieving self-sufficiency.

D. Self-sufficiency services through Family Development:

1. Case management, using the Family Development model, will be intense during the family's enrollment in the program. There will be a minimum of one hourly home visit per week, with the number decreasing as the family's abilities and capabilities grow. Emphasis will be upon increasing the family's problem-solving capability, enabling them in becoming self-confident and self-sufficient.
2. Case management will be provided for as long as deemed necessary by the Department. Upon successful completion of the Parent Aide Services, Contractor will offer the family continued case management services through other agency programs.
3. After the family's immediate needs have been met, the worker will conduct an in-depth interview. The interview, which may be spread over several visits, will be based upon the Family Assessment Survey. This assessment will identify problems to be overcome and will be a basis of the family's goal setting. The family will work with the worker to develop short- and long-term goals, and to identify in an action plan the steps necessary to attain them. The worker will assist the family in accessing information, services, and assistance required achieving their self-determined goals.
4. A Family Assessment will be updated minimally every four months, and will be used by the family and worker to gauge the family's progress in maintaining or achieving custody of their children and in achieving family-set goals.
5. Each family will receive training on the rights and responsibilities of tenants and landlords. Topics will include obtaining minor repairs and maintenance, withholding rent, what to do if rent cannot be paid, and eviction proceedings. The worker will discuss budgeting with the family and help them set priorities and develop a working budget, if needed. A family with severe budgeting or debt problems will be referred to Consumer Credit Counseling for in-depth assistance.
6. Families will be referred to local agencies to address issues that threaten their housing and self-sufficiency. Integral to the referral process will be supporting and encouraging families' efforts to access needed services and become effective

advocates for their own needs.

7. Adults without a high school diploma will be strongly encouraged to pursue a GED, through referral to the local BOCES, or to Even Start for homebound mothers of infants and young children.
8. Families will be encouraged and have assistance in gaining full-time employment. Families will need their own source of income if they are to remain in permanent housing. In Oneida County, Working Solutions is the entry point into government-sponsored training, pre-employment, and placement services. Program participants will be made aware of job openings within the Contractor's programs and services, and will receive high consideration for any for which they are qualified.
9. Childcare is an important issue for single parent families and those in which both parents are employed (often an economic necessity for project families). The Mid-York Child Care Coordinating Council assists parents in Oneida counties in locating quality childcare by maintaining a list of all state-licensed and certified providers, and by educating parents in selection of appropriate care. The worker will refer parents to the Coordinating Council as well as to the Head Start / Early Head Start (all of Oneida County, including the City of Utica). Parents will be encouraged and assisted in accessing available childcare subsidies for public assistance recipients and the working poor.
10. Families dealing with domestic violence will be referred to the Domestic Violence Programs in Oneida County for counseling and assistance. Some legal issues may be handled by Legal Aid Society of Mid-New York, which maintains offices in Rome and Utica.
11. Health, mental health, and substance abuse problems will be referred to appropriate organizations. The Oneida County Public Health Nursing Services provide well-child clinics and child immunizations; lead screening, and pre- and post-natal services. Contractor's many programs maintain relationships with a variety of health, mental health, and substance abuse treatment providers in localities throughout the service area that will accept referrals from Parent Aide Program and other agency programs.
12. Due to the large geographic area and lack of public services, transportation is a key issue for families attempting to become self-sufficient. It is an issue in selecting an apartment location and in budgeting because of the financial strain of maintaining a vehicle on a limited income. Families will be encouraged to establish family goals to address both of these issues. Local taxis, volunteer drivers, or ride sharing may offer a solution under some circumstances. In emergency situations, in the absence of the other resources, it may become necessary for the program staff to transport a person or family.

E. Parenting One-on-One:

1. The Family Specialist will address the family's parenting issues one-on-one during home visits. Contractor's "one-on-one parenting sessions", have been deemed by Oneida County Family Court judges as 'meeting the requirement to attend parenting classes'. Everyone learns and retains information differently, therefore it is a must to provide information in as many mediums as possible. Contractor's 'parenting sessions' incorporate - visual (videos), written (pamphlets, workbooks that follow the videos) and verbal. These 'tools' provide standardized information utilized by all Family Specialists.

VI. Contractor's Reference Materials and Content:

- A. BoysTown Common Sense Parenting Video Kit: This series of six sessions comes with an interactive workbook which includes activities that are done during the video and also "homework" that is done independently.
1. Session 1- Parents are Teachers: How you can communicate clearly with your children and how to use positive and negative consequences with children to change their behavior.
 2. Session 2- Encouraging Positive Behavior: Shows how catching children when they're being good is one of the best ways to encourage more positive behavior. How to praise children effectively and how to use charts and contracts to help children set and reach reasonable goals.
 3. Session 3- Preventing Misbehavior: Demonstrates how to prevent problems before they occur by teaching your children what they need to know to be successful in new situations or in situations that have been trouble for them in the past.
 4. Session 4- Correcting Problem Behaviors: Shows how to respond effectively to children's misbehavior and increase the likelihood that children will behave better in the future.
 5. Session 5- Handling Emotionally Intense Situations: Shows techniques you can use to stay calm and to teach children self-control when they throw temper tantrums, scream, hit or defy you.
 6. Session 6- Helping Children Succeed in School: Demonstrates what you can do at home to help children do well in school. How to use school notes, manage time and assist with homework.
- B. ADHD: What Can We Do: This video and workbook focuses on the most effective ways for managing ADHD. Parent training strategies are detailed and effective techniques such as home token systems are demonstrated.

C. **ADD Hyperactivity Workbook:** This workbook touches topics such as, characteristics and causes of ADHD, medication management, psychological counseling and behavior modification. You will find practical strategies to solve common problems found by parents of children with ADHD. Worksheets targeted at specific behaviors for change, and behavior rating scales.

D. **Building Blocks For Successful Parenting-** Video series of five programs to help parents with preschool children address the issues that are important in the early years. Each program will equip parents with the building blocks that support successful parenting and successful kids. This series was created to empower parents immediately. This series gives tools that every parent including teenage parents can use right away. Each video comes with a guide to be used so the parents can get the most out of these programs.

1. **Program 1: Handling Anger, Temper Tantrums and Sibling Rivalry Effectively**

Objectives:

- Enable parents to prepare children for the arrival of new siblings;
- Discover ways to minimize sibling rivalry;
- Realize the benefits and drawbacks of sibling rivalry;
- Understand triggers to children's anger;
- Empower parents by providing safe and appropriate ways to deal with preschooler's anger;
- Teach parents how to recognize and diffuse potentially dangerous tantrum behaviors.

2. **Program 2: Preschooler Discipline: Making it a Positive Experience.**

Objectives:

- Evaluate parenting styles and determine children's temperaments in order to predict and prevent misbehavior;
- Provide guidelines to help avoid destructive discipline;
- Demonstrate the basics of good behavioral management;
- Train parents to communicate limits to children;
- Illustrate alternatives to physical discipline.

3. **Program 3: Ages and Stages: Knowing what to Expect and When**

Objectives:

- illustrate phases of physical and cognitive development in preschoolers;
- Advise parents on bedtime do's and don'ts;
- Teach safety guidelines for preschoolers;
- Train parents to appropriately manage feeding times;
- Gain insight into the likes and dislikes of preschoolers;
- Explain methods for potty training;
- Educate parents on how to help their preschooler cultivate independence.

4. **Program 4: Preparing Your Preschooler For Success In School**

Objectives:

- Understand how a child's imagination works;

- Show how play and having fun are essential to learning;
- Explain the limitations of what should be taught to preschoolers;
- Explore ways to motivate children to learn;
- Ease preschoolers' transition into kindergarten.

5. **Program 5: Working Parents and Your Preschooler**

Objectives:

- Suggest ways to successfully balance career and family responsibilities;
- Share tips on avoiding the separation blues;
- Empower parents and children with coping skills to deal with divorce;
- Provide parents with child-care options and considerations;
- Address safety concerns regarding daycare.

- E. Homework? I'll do it later: Shows you how to find out if your child is having difficulty with homework and how to motivate and teach your youngster the most effective way to do homework.
- F. You Want Me to Help With Housework? No Way: teaches a systematic way to teach children to help out more around the house.
- G. I'm Not Everybody! Helping Your Child Stand Up To Peer Pressure: Teaches practical ways parents can help children prepare for and deal with pressure from their friends.
- H. I Can't Decide What Should I Do?: Shows a method for helping youngsters sort through problems and come up with well thought out solutions.
- I. No, I Won't! And You Can't Make Me: Teaches methods to deal with children's rebellion and temper flare-ups.
- J. Catch'em Being Good Happier Kids, Happier Parents through Effective Praise: Shows how to break the cycle of criticism and concentrate on the good things children are doing.
- K. Setting Your Child Up For Success Anticipating and Preventing Problems: Shows how to help children be more successful in daily situations they may encounter.
- L. Take Time To Be A Family. Holding Successful Family Meetings: Shows how to use family meetings to build children's decision-making skills.
- M. A Change for the Better Teaching Correct Behavior: Shows how to deal with the frustrating problem of children and teens' misbehavior.
- N. Negotiating within the Family You and Your Child Can Both Get What You Want: Shows how to use a simple written agreement to help children identify and achieve realistic and personal goals.
- O. It's Great To Be Me Increasing Your Child's Self Esteem: Teaches practical, easy to

learn concepts that will allow them to have an impact on their child's developing self esteem.

- P. United Learning: Blended Families, Yours, Mine and Ours: different ideas for bringing children from different relationships into one home. It gives ideas on how to make the transition more comfortable. It shows parents different issues that each child may have to deal with and how they can help them do so. Cambridge: From Here to Self Esteem: This video shows how to build self-esteem through everyday interactions.
- Q. New Parent Productions: Baby's First Months, What do we do now? This video guides parents through the first few months. It focuses on common newborn problems, holding baby, diaper change, umbilical cord care, sponge bath, tub bath, dressing baby, first doctor visit, breast feeding, expressing milk, bottle feeding, fingernail clipping, crying/colic, taking temperature, minor emergencies and commonly asked questions.
- R. Cambridge Career Products: Basic Parenting Skills: is an overview of basic parent skills. It explores strategies for building discipline, communication and stability in children's lives.
- S. Health Connection: Poisoning Our Children, the Perils of Secondhand Smoke: shows parents, the importance of not smoking around children. It shows the effects of second hand smoke.
- T. Cambridge: Baby Basics- Will help new parents gain the benefits of a common sense approach as well as developing personal strategies that will work for them. It will answer questions pertaining to the newborn at birth, caring for mom postpartum, first days at home, daily care, feeding, health, safety, crying, sleeping, growth and development.
- U. Organization Unlimited: Clutter Busters - contains storage and organization solutions to give more room in every room of the home.
- V. Clear: Breaking the Lice Cycle, Understanding Head Lice- This video shows how to identify lice infestation and available treatments.
- W. Brazelton on Parenting: This video touches on pre-natal topics such as becoming a family, the wonder of your newborn and sibling rivalry.

VII. Additional Books used for Reference:

- A. Common Sense Parenting
- B. SkillsFor Families, SkillsFor life
- C. 365 FoodKidsLove To Eat

- D. Go To Your Room Consequences that Teach Nurturing Parenting
- E. Finding Safety and Support-Domestic Violence
- F. Alcohol Anger and Abuse
- G. Children's Games Made Easy Child Safe

VIII. Supervised Visitation:

- A. Contractor will provide supervised visits on behalf of the Department. Contractor will provide this service either at the family's home, the Contractor's location, or at a court ordered/Department designated location within Oneida County.
- B. Contractor will provide various locations for these visits 1) Head Start Cornerstone Building located at 1100 Miller Street, Utica and 2) at MVCAA, 1721 Black River Blvd., Rome. The spaces provided will have a small colorful area with interactive toys. All visitation areas will create an atmosphere that will promote healthy family-interaction situations. Reports will be submitted following each visit.
- C. Contractor workers will be available for a total of two visits per week. Supervised visitation time will be above and beyond the weekly scheduled visits with each family. We would encourage scheduling these visits from 4:00pm -6:00pm, but will work around the needs of the family.

IX. Performance Targets:

- A. Contractor utilizes a strategy that focuses on a performance-based model for management called Result Orientated Management & Accountability ("ROMA"). In 2009, Contractor started utilizing a new web-based database that tracks family's demographics, activities, and outcomes. Contractor is in the implementation phase of their new database, when fully operational all case files/notes etc. will be electronically stored.

X. Outcomes/Measurements for Parent Aide Agreement:

- A. Outcome: Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6 months from the initiation of service.

Measurement: 70% of the families referred for parent education will successfully complete

the curriculum.

- B. Outcome: There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

Measurement: 70% of the families assigned a parent aide will not have a substantiated abuse or neglect report during program participation.

Measurement: 70% of the families assigned a parent aide will not have a child placed outside the home during program participation.

- C. Outcome: Parent aide services will provide family centered and culturally competent services to the target population.

Performance: Families will remain engaged in services until service plan goals are successfully completed.

Measurement: 70% of the participants will report satisfaction with the services provided as measured by a child and his or her Family satisfaction survey given 30 days from the start of the program and upon completion of program.

- D. All families will complete the Family needs assessment. Based on this assessment a written plan of action, including time frames for objective completion, will be developed for each family. All families will be referred by the Department as appropriate, to services provided by Contractor as well as other community providers.

- E. The goal of the project is to stabilize the family or individual and assist them in building the self-sufficiency skills that will enable them to become self-reliant. The principal outcome to be measured is therefore the achievement of family-set goals over time, leading to stability and self-sufficiency.

- D. Verification of a family's progress will be based upon the quarterly updates of the Contractor's Data Base made by the entries of the assigned worker. The service, activities and outcomes for each family are captured in the data base system. The worker will provide verification of satisfaction of services by conducting quarterly satisfaction surveys. The results of the outcomes will be reported to Department.

XI. 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 wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

APPENDIX C

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 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, 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 Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial 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 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, 41 CFR 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.

Mohawk Valley Community Action Agency, Inc.

NAME OF CONTRACTED AGENCY

Amy Turner, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Amy Turner

SIGNATURE

10/23/17

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 January, 2018 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, and 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. Executory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 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 indicted 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 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. Workers' 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.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

September 12, 2017

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

FN 20 17-40

[Signature]
Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

Date 10/3/17

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement with Utica Safe Schools/Healthy Students Partnership, Inc. dba Safe Schools Mohawk Valley for Initial Response Team (IRT) services.

This service was competitively bid, and the Board of Acquisition and Contract awarded this Agreement to Utica Safe Schools/Healthy Students Partnership, Inc. on June 14, 2017.

This contract will provide IRT with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT FGC Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in Need of Supervision) related behaviors such as truancy and incorrigibility.

The term of this Agreement is July 1, 2017 through June 30, 2020. The maximum cost for the duration of this agreement is \$ 308,780 with a total local cost of 27.18% or \$ 83,926.40 the annual cost breakdown is as follows:

- July 1, 2017- June 30, 2018 - Cost \$ 99,900.00 with a local cost of \$27,152.82
- July 1, 2018- June 30, 2019 - Cost \$102,897.00 with a local cost of \$27,967.40
- July 1, 2019 -June 30, 2020 - Cost \$105,983.00 with a local cost of \$28,806.18

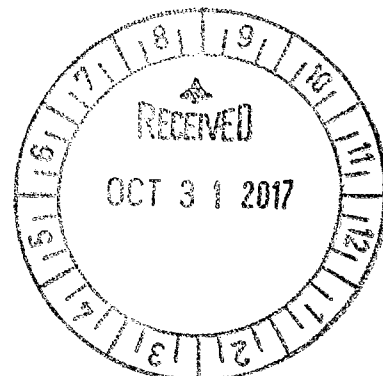
If you agree with the enclosed, I am respectfully requesting your approval by way of signature. Thank you for your consideration.

Sincerely,

[Signature]
[Signature]

Lucille A. Soldato
Commissioner

LAS/vlc
attachment



31803

Oneida Co. Department Social Services

Competing Proposal X

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Utica Safe Schools/Healthy Students Partnership, Inc.
d/b/a Safe Schools Mohawk Valley
106 Memorial Parkway
Utica, New York 13501

Title of Activity or Services: Initial Response Team (IRT)

Proposed Dates of Operations: July 1, 2017 – June 30, 2020

Client Population/Number to be Served: Youth at risk of out of home placement in the Utica School District

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Contractor will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT FGC Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in Need of Supervision) related behaviors such as truancy and incorrigibility.

2). Program/Service Objectives and Outcomes -

Program target and outcomes:

- families will increase their ability to resolve conflict
- families will show improvement in effective communication skills
- families will increase their formal and/or informal support network
- youth will reduce occurrences of unexcused absences
- youth will reduce their use of drugs
- youth will reduce their use of alcohol
- youth will engage in pro-social activities
- program graduates will avoid out-of-home care within 12 months from graduating the program

3). Program Design and Staffing Level -

Total Funding Requested: Not to exceed \$308,780 for the duration of the agreement.

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Preventive services are mandated

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

			2017	2018	2019
Federal	38.39 %	\$	38,351.61	39,502.15	40,686.87
State	34.43 %	\$	34,395.57	35,427.44	36,489.95
County	27.18 %	\$	27,152.82	27,967.40	28,806.18
Total		\$	99,900.00	102,897.00	105,983.00

Cost Per Client Served:

Past performance Served: This is the fourth year the Department has contracted with this provider for this service. The Contractor was paid \$ 150,000 annually for 2016. Maximum support for this service is \$308,780.00 for the duration of the agreement with a total local cost of 27.18% or \$83,926.40, broken down as follows:

- July 1, 2017- June 30, 2018 - Cost \$ 99,900.00 with a local cost of \$ 27,152.82
- July 1, 2018- June 30, 2019 - Cost \$102,897.00 with a local cost of \$ 27,967.40
- July 1, 2019 -June 30, 2020 - Cost \$105,983.00 with a local cost of \$ 28,806.18

O.C. Department Staff Comments: This service was sent out for bid May, 30, 2017, there were two respondents and this provider was awarded the current contract as the lowest bidder.

THIS IS AN AGREEMENT, by and between County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as County), through its Department of Social Services (hereinafter referred to as Department), and Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley, a not-for-profit organized and existing under the laws of the State of New York, having its principal office at 106 Memorial Parkway, Utica, New York 13501 (hereinafter referred to as Contractor).

WITNESSETH

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter referred to as Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law including Preventive Services pursuant to Section 409 et seq. of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner, pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor, under the terms of its corporate authority, has the power to provide the services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et seq. of the Social Services Law and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I: DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted:

*Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley
Initial Response Team (IRT)*

#31803
7/1/17-6/30/20

1. Preventive Services shall be defined as the supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a Family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall be defined as Preventive Services provided to a child and his or her Family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement, when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

2. Case Management shall be defined as the responsibility of the local Department of Social Services to authorize the provision of Preventive Services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and to approve in writing the service plans as defined in 18 NYCRR Part 428.
3. Case Planning shall be defined as assessing the need for; providing or arranging for; coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family; or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this Agreement. Case Planner shall be defined as the caseworker assigned Case Planning responsibility.
4. Casework Contacts shall be defined as individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians constitutes Preventive Services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and Family's service plan.

5. Clinical Services shall be defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a

licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

6. Day Care Services shall be as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
7. Day Services to Children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3, but less than 24-hours a day and at least 4 days per week, excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.
8. Emergency Cash or Goods shall be defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.
9. Emergency Shelter shall be defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.
10. Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.
11. Family Planning Services shall be as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
12. Home Management Services shall be as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
13. Homemaker Services shall be as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
14. Housekeeper/Chore Services shall be as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
15. Parent Aide Services shall be defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but not be limited to, role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

16. Parent Training shall be defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a Family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.
17. Transportation Services shall be defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents, and may only be provided if such transportation cannot be arranged or provided by the child's Family.

SECTION II: TERM OF AGREEMENT

1. The term of this Agreement shall be from July 1, 2017 through June 30, 2020.
2. The County may, in its sole discretion, elect to renew this Agreement for an additional two (2) one-year terms.
3. If the County elects to renew this Agreement, the Contractor will be notified prior to the termination of this Agreement.

SECTION III: SCOPE OF SERVICES

1. It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this Paragraph.
2. The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.
3. The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.
4. The Contractor agrees to provide Preventive Services in accordance with the program narrative, terms and conditions described in Appendix B of this Agreement.
5. The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate

service planning and to provide required information to the State's Child Care Review Service.

6. The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.
7. The Contractor and the Department agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the child or other children in its care.
8. Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix B of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.
9. The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.
10. The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV: FAIR HEARINGS

1. The Department shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department shall also inform applicants for, or recipients of Preventive Services how to file a fair hearing request. Whenever an applicant or recipient requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V: PERFORMANCE OF SERVICES

1. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Preventive Services. Contractor shall use Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the Preventive Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

2. Contractor may, at Contractor's own expense, employ or engage the services of such employees, partners and/or subcontractors as allowed by Section 9, paragraph 5 of this Agreement and as Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

SECTION VI: BOOKS, RECORDS, AND REPORTS

1. The Contractor shall keep accurate records in conformance with State regulations established for utilization review and uniform case recording for each public charge receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the child and his or her Family, in addition to other recipients of services involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of Preventive Services at intervals required in the State Department of Social Services Regulations.
2. All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder, and shall not be disclosed except as authorized by law.
3. The records of individual recipients of Preventive Services shall be made available to the Department upon request for consultation or review.
4. The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.
5. The Contractor shall maintain financial books, records and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the Preventive Services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.
6. The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6)

years after final payment for Preventive Services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

7. In addition to Paragraphs 3, 4, 5 and 6 of this Section, and until the expiration of (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VII: GENERAL RESPONSIBILITIES OF PARTIES

1. The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day to day provision of Preventive Services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.
2. The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this Agreement.
3. The Contractor shall provide the services described in Appendix B of this Agreement at the principal location of:

Safe Schools Mohawk Valley
106 Memorial Parkway
Utica, New York 13501

The Contractor shall provide the Department with written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address.

4. The Department shall notify the Contractor with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving Preventive Services from the Contractor.

SECTION VIII: COMPLIANCE WITH LAW

1. The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor shall observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

2. The Contractor shall be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION IX: ACCOUNTABILITY

1. The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.
2. The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with recipients of Preventive Services, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with any staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those Local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.
3. The Department shall confer with the Contractor at least twice a year to discuss the Contractor's Preventive Services purchased by the Department. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance to Agreement requirements.
4. If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions available under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.
5. The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement, shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.
6. The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of

the Board of Directors of the Contractor are annexed to this Agreement.

SECTION X: INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
3. The Contractor's Assistants, shall not be eligible for compensation from the County 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.
4. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
5. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor and its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
6. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
7. If the Internal Revenue Service, Department of Labor, 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.

8. 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.

SECTION XI: REIMBURSEMENT AND SERVICE FEES

1. The Department shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, if applicable, as set forth in Appendix B of this Agreement and in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.
2. The Contractor shall be reimbursed in monthly installments for performance of the Preventive Services detailed in this Agreement, as set forth below upon submission of a County Voucher.
 - a. Total payment by the County to the Contractor from July 1, 2017 through June 30, 2018 shall not exceed \$99,900.00.
 - i. From July 1, 2017 through June 30, 2018, Monthly payment shall be \$8,325.00.
 - b. Total payment by the County to the Contractor from July 1, 2018 through June 30, 2019 shall not exceed \$102,897.00.
 - i. From July 1, 2018 through June 30, 2019 Monthly payment shall be \$8,574.75.
 - c. Total payment by the County to the Contractor from July 1, 2019 through June 30, 2010 shall not exceed \$105,983.00.
 - i. From July 1, 2019 through May 31, 2020 Monthly payment shall be \$8,831.92.
 - ii. Monthly payment for the month of June 2020 shall be \$8,831.88.
3. In the event that the County and the Department elect to renew this Agreement for one or both renewal terms pursuant to Section II of this Agreement, monthly payment for such renewal terms shall be:
 - a. Total payment by the County to the Contractor from July 1, 2020 through June 30, 2021 shall not exceed \$109,163.00.
 - i. From July 1, 2020 through May 31, 2021 Monthly payment shall be \$9,096.92.
 - ii. Monthly payment for the month of June 2021 shall be \$9,096.88.

- b. Total payment by the County to the Contractor from July 1, 2021 through June 30, 2022 shall not exceed \$112,438.00.
 - i. From July 1, 2021 through May 31, 2022 Monthly payment shall be \$9,369.83.
 - ii. Monthly payment for the month of June 2022 shall be \$9,369.87.
4. The total cost of Preventive Services for the duration of this Agreement and any renewal terms elected by the County and the Department shall not exceed \$530,381.00.
5. The Contractor shall bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers shall have attached:
 - a. Listing of "Itemized Individual Billing for Preventive Services" with case name, case number, Case Manager's name, contacts, and Preventive Services provided;
 - b. Other data which the Parties shall mutually agree upon.

SECTION XII: INSURANCE REQUIREMENTS AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Oneida County, and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.
 - iii. Coverage for abuse and molestation.
 - b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000.

aggregate.

- i. Coverage for review of cases and resulting professional assessment.

c. Automobile Liability

- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
- ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insureds shall be on a primary and non-contributing basis.

d. Commercial Umbrella

- i. Umbrella limits must be at least \$1,000,000.
- ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

e. Workers' Compensation and Employers Liability

- i. Statutory limits apply.

2. Waiver of Subrogation: Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work the contractor shall provide certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Oneida County.

4. Indemnification: The Contractor agrees that it shall defend, indemnify, and hold harmless 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 negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

SECTION XIII: TERMINATION OF AGREEMENT

1. This Agreement may be terminated by mutual written agreement of the contracting parties.
2. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor shall not incur new obligations or to claim any expenses incurred after receipt of the notification of termination.
3. In addition to the termination provisions set forth in Paragraph 1 and 2 of this Section, the Department shall have the right to terminate this Agreement, in whole or in part, if, at any time Contractor has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect; or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.
4. When this Agreement is to be terminated pursuant to Paragraphs 2 and 3 of this Section, notice of termination shall be given in writing, specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.
5. Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 2 or 3, of this Section, the Department will arrange for the transfer to another Contractor of all public charges then served by the Contractor. In order to reimburse the Contractor for all public charges not transferred by the effective date of termination, the Department and Contractor shall negotiate an extension of this Agreement prior to the date of termination.
6. The Contractor shall comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department any overpayments or excess funds paid to the Contractor

pursuant to this Agreement; not incurring or paying any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmitting to the Department or its designee on written request copies of all books, records, documents, and materials pertaining to the financial details of any Preventive Services provided under the terms of this Agreement.

SECTION XIV: EXPENSES

1. Contractor is solely responsible for paying all of its business expenses related to furnishing the Preventive Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

SECTION XV: TRAINING

1. Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

SECTION XVI: MISCELLANEOUS PROVISIONS

1. The Contractor agrees that the equipment purchased under this Agreement is the property of the Department and shall revert to the Department upon any termination or failure to renew this Agreement.
2. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

SECTION XVII: ADVICE OF COUNSEL

1. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

SECTION XVIII: ENTIRE AGREEMENT

1. 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 THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10/27/17

Contractor: _____

Anne Lansing, 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 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 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

PROGRAM NARRATIVE, TERMS AND CONDITIONS and REIMBURSEMENT RATES

Initial Response Team (IRT)

Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley

SECTION I: PROGRAM NARRATIVE

1. Contractor shall provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT FGC Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in Need of Supervision) related behaviors such as truancy and incorrigibility.
2. Contractor has expertise and a thorough understanding of the IRT Model and a thorough understanding of the Social Services system and resources in the community. IRT has been used as a means to facilitate permanency outcomes for youth at-risk of placement out of the home and reduce recidivism for youths involved in the child welfare system.
3. IRT is voluntary, strengths-based approach where the student and their Family are empowered to take ownership over the service plan by working with team members to identify their strengths and needs and what supports are necessary for the student to be successful. After a plan is developed the student shall be monitored by the IRT specialist and/or Probation Officer who will monitor progress, ensure follow through and fidelity to the Service Plan goals and objectives, and provide direct services to the student when applicable.
4. Students enrolled in IRT have demonstrated improvements in three key areas that indicate academic success and affect graduation rates; Grades, attendance, and discipline. This is accomplished by working with the student and Family in a supportive manner, rather than in a punitive fashion, that also holds the student and team members accountable, to follow through on the goals and objectives of the service plan. The student shall receive routine follow up and support to help them identify and overcome challenges in the school and home settings as well as finding ways to better engage them in school through a variety of outlets.
5. The program is for at-risk youth and has been applied in a variety of multiethnic, multicultural contexts to treat a range of youth and their families. Targeted youth generally are at risk for delinquency, violence, substance use, and other behavioral problems.

SECTION II: TERMS AND CONDITIONS

1. The program shall service at risk youth that have a current open services case with the Department of Social Services. All referrals to program must be approved by the Department.
2. The Contractor shall maintain a no refusal policy of any youth to the program referred by the Department.
3. During school closings such as holiday vacations and summer vacations the at-risk youth shall be provided services by the IRT Program, in-home and/or in the community to ensure that the youth has supports to reduce the risk of placement.
4. All reports required of the Contractor herein are required by Federal, State or Local law, rule or Regulation.
5. Duties of the IRT Specialist shall include, but are not limited to, the following:
 - a. Receive referrals to IRT program and submit to Department for approval;
 - b. IRT will verify approval with the Department;
 - c. Schedule IRT meeting;
 - d. Complete CANS intake;
 - e. Pre-Conference with Probation;
 - f. Facilitate IRT Meeting;
 - g. Establish a IRT Plan;
 - h. Make copies for school, parent, and Department file;
 - i. Weekly monitoring of Plan Agreement and provision of any services outlined in the plan;
 - j. Weekly follow up with school, Department Caseworker and parents to monitor progress;
 - k. Daily/weekly review of school records;
 - l. Completion of weekly activity logs to be given to Department;
 - m. Monthly principal report outlining program progress and copy to Department;
 - n. Complete Initial Screening survey with Parents and School Personnel at Intake and then again after 90-days in the program.
6. The work activities of program shall include, but are not be limited to:
 - a. All referrals to this program must be made by the Department. Upon receiving the appropriate referral from the Department, the Contractor shall follow the established procedures as agreed upon by both the Department and Contractor.
 - b. Contractor shall make contact with youth and families within twenty-four (24) hours of approval of referral, and notify the referring worker when contact has been made.
 - c. IRT Specialists shall maintain the following documentation: intake paperwork, assessments of the youth and family, and weekly summaries after each visit with the family noting the progress, issues, and concerns. The same shall be submitted to Department on a weekly basis.
 - d. Department shall be notified immediately if risk of placement escalates based on child or family behaviors.

- e. Upon completion of program, staff shall complete a closing assessment with the youth and family similar to the intake assessment to evaluate effectiveness of program. A copy shall be provided to Department.
- f. Upon completion of program IRT, Contractor shall follow up with families at three (3) intervals as follows: the first contact is at three (3) months, the second contact at six (6) months, the third contact at nine (9) months, and the fourth contact at twelve (12) months after completion of program utilizing phone contacts.
- g. Contractor shall provide trainings to the Department on a regular basis to assure program processes are clear and functioning effectively.
- h. Contractor shall provide reporting and assessment forms acceptable to the Department of Social Services.
- i. The Contractor shall participate in the Committee on Appropriate Placement (CAP) meetings and other treatment meetings as requested by the Department in order to fulfill its obligations under this Agreement.
- j. Contractor shall participate in the case planning/service plan meeting scheduled by the Department in order to fulfill its obligations under this Agreement.

7. The Contractor shall:

- a. Provide linkage to an integrated system of community-based diversion services;
- b. Promote the development of community-based services as an alternative to institutionalization.
- c. Provide monthly reports and a final statistical report of services provided by the Contractor under this program to the Department, as well as any other reports reasonably requested by the Department.
- d. The Contractor shall keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Contractor shall provide such reports to the Department on the current status and progress of each recipient of services at intervals required.
- e. Hold all information contained in Contractor's files pursuant to this Agreement confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR 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.
- f. Complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor shall maintain program staff for the duration of this agreement and complete a Contract Staff Vacancy Report upon any changes.

8. Program target and outcomes:

- a. 60% of families will increase their ability to resolve conflict;
- b. 60% of families will show improvement in effective communication skills;
- c. 60% of families will increase their formal and/or informal support network;
- d. 60% of youth will reduce occurrences of unexcused absences;

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- e. 60% of youth will reduce their use of drugs;
- f. 60% of youth will reduce their use of alcohol;
- g. 60% of youth will engage in pro-social activities;
- h. 60% of program graduates will avoid out-of-home care within twelve (12) months from graduating the program.

APPENDIX C

**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, 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 Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial 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 its 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, 9th 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 it 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 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, 41 CFR 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 attests 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.

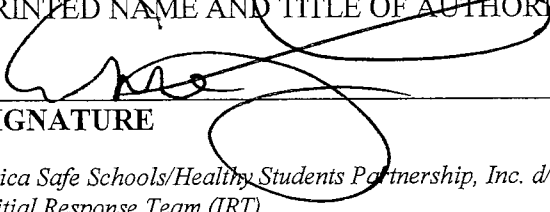
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, 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.

Utica Safe Schools/Healthy Students Partnership, Inc., d/b/a Safe Schools Mohawk Valley
NAME OF CONTRACTED AGENCY

Anne Lansing, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

10/27/17
DATE

Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley
Initial Response Team (IRT)

#31803
7/1/17-6/30/20

**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, 2017, 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, and 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. Executory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 indicted 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 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. Workers' 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

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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.



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

November 1, 2017

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

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

PUBLIC WORKS Anthony J. Picente, Jr. County Executive

Re: Establishment of Capital Project HG-572 Secondary Treatment System Upgrades

WAYS & MEANS Date 11/2/17

Dear County Executive Picente:

As you are all aware the County is under a consent order to fix the various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station and to address wet weather flows at the Oneida County Water Pollution Control Plant. One of the next phases of the work involves secondary treatment system upgrades at the plant. Application will be made to fund this project through The New York State Environmental Facilities Corporation (NYSEFC). This will result in the Sewer District paying a lower interest rate on the bonds.

I therefore request the Board of Legislators approval for the following:

- A.) Establishment of Capital Project HG-572 – Secondary Treatment System Upgrades
B.) Funding for Capital Project HG-572 as follows:
HG – 572 – Bonding..... \$ 28,000,000.

I respectfully request to have you and the Board of Legislators consider this matter at the November 22nd board meeting.

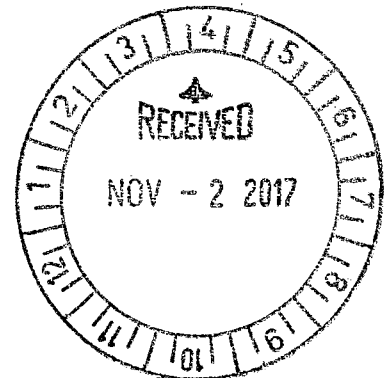
Sincerely,

THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Handwritten signature of Steven P. Devan

Steven P. Devan, P.E. Commissioner

CC: County Attorney Comptroller Budget Director





ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

November 1, 2017

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

2017-403

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

PUBLIC WORKS

WAYS & MEANS

Signature of Anthony J. Picente, Jr.
County Executive

Date 11/2/17

Re: Establishment of Capital Project HG-573
Barnes Ave Pumping Station Relocation

Dear County Executive Picente:

As a result of the closure of the Barnes Avenue bridge over the CSX railroad tracks, the Barnes Ave Pumping Station has become inaccessible other than through the CSX railroad right-of-way. Furthermore, the pumping station is oversized for its current use and is approaching the end of its useful life. It is proposed to abandon the existing pumping station and build a new one on the south side of the CSX railroad tracks to correct the deficiencies noted above. Application will be made to fund this project through The New York State Environmental Facilities Corporation (NYSEFC). This will result in the Sewer District paying a lower interest rate on the bonds.

I therefore request the Board of Legislators approval for the following:

- A.) Establishment of Capital Project HG-573 – Barnes Ave Pumping Station Relocation
B.) Funding for Capital Project HG-573 as follows:
HG – 573 – Bonding..... \$ 1,000,000.

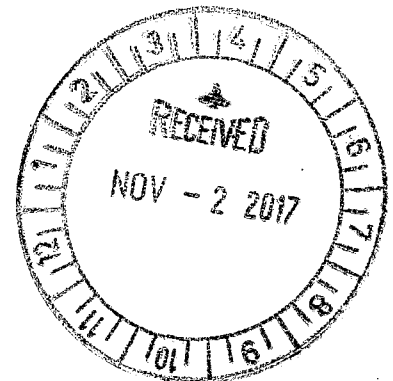
I respectfully request to have you and the Board of Legislators consider this matter at the November 22nd board meeting.

Sincerely,
THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Signature of Steven P. Devan

Steven P. Devan, P.E.
Commissioner

CC: County Attorney
Comptroller
Budget Director





**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

November 1, 2017

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

FN 20 17-404 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Re: Establishment of Capital Project HG-571
Primary Settling Tank Replacement

PUBLIC WORKS

Date 11/2/17

WAYS & MEANS

Dear County Executive Picente:

As you are all aware the County is under a consent order to fix the various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station and to address wet weather flows at the Oneida County Water Pollution Control Plant. One of the next phases of the work involves replacement of the primary settling tanks at the plant. Application will be made to fund this project through The New York State Environmental Facilities Corporation (NYSEFC). This will result in the Sewer District paying a lower interest rate on the bonds.

I therefore request the Board of Legislators approval for the following:

- A.) Establishment of **Capital Project HG-571 – Primary Settling Tank Replacement/High Rate Disinfection Construction**
- B.) Funding for Capital Project HG-571 as follows:
HG – 571 – Bonding..... \$ 60,000,000.

I respectfully request to have you and the Board of Legislators consider this matter at the November 22nd board meeting.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

CC: County Attorney
Comptroller
Budget Director





ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

(315) 798-5656

wpc@ocgov.net

FAX 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

November 1, 2017

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

Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive

Re: Establishment of Capital Project HG-570 Headworks Construction and Rehabilitation

PUBLIC WORKS

WAYS & MEANS

Date 11/1/17

Dear County Executive Picente:

As you are all aware the County is under a consent order to fix the various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station and to address wet weather flows at the Oneida County Water Pollution Control Plant. The one of the next phases of the work involves construction of the new sanitary headworks building, the rehabilitation of the old headworks building and construction of a new grit removal system at the plant. Application will be made to fund this project through The New York State Environmental Facilities Corporation (NYSEFC). This will result in the Sewer District paying a lower interest rate on the bonds.

I therefore request the Board of Legislators approval for the following:

- A.) Establishment of Capital Project HG-570 - Headworks Construction and Rehabilitation
B.) Funding for Capital Project HG-570 as follows:
HG - 570 - Bonding..... \$ 68,300,000.

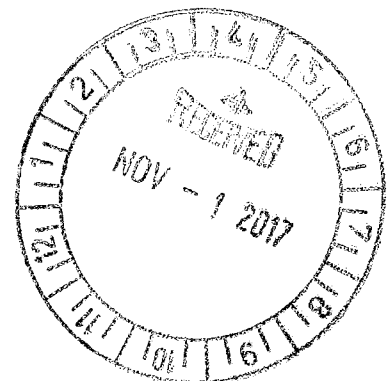
I respectfully request to have you and the Board of Legislators consider this matter at the November 22nd board meeting.

Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Handwritten signature of Steven P. Devan

Steven P. Devan, P.E. Commissioner

CC: County Attorney Comptroller Budget Director





David L. Mathis
Director, Workforce Development

Anthony J. Picente, Jr.
Oneida County Executive

July 11, 2017

FN 20 17-406

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

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

HEALTH & HUMAN SERVICES

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

Date 10/24/17

Dear County Executive Picente:

WAYS & MEANS

The Oneida County College Student Corps was established by Oneida County to work with the private sector to create internships that will help Oneida County young people sample the outstanding careers available here in Oneida County.

As this program continues to move forward, it is my pleasure to present you with a contract between Oneida County Workforce Development and Mohawk Valley Community College for the services of Augustine Kattato, Kaitlin Merrill, Mathew Jones, Renee Gagnon, Ajla Isanovic, Terra Wallace, Eric Genovese, Georgeanne Jadhon, and Francis Chery. The employer will pay the standard share of the intern's costs, according to the standard practices of the Oneida County College Student Corps.

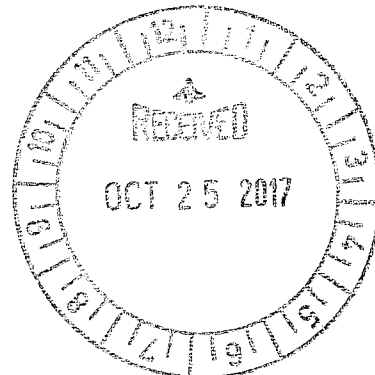
We are hoping that this contract can be approved as part of our effort to work with the employers and young people of the region to move our economy forward. If there are questions regarding this contract, please contact my office.

If you approve of this contract, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

David Mathis

David L. Mathis
Director
Oneida County Workforce Development



Oneida Co. Department: Workforce Development

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Mohawk Valley Community College
1101 Sherman Drive
Utica, NY 13501

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 30, 2017 – September 30, 2017

Client Population/Number to be Served: 9 Interns

Summary Statements

- 1) **Narrative Description of Proposed Services:** The program will provide a work experience site for a eligible interns.
- 2) **Program/Service Objectives and Outcomes:** The program will assist youth in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$9,688.50

Account #J6303

Oneida County Dept. Funding Recommendation: \$9,688.50

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% from the employer.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This program has proven to be a successful partnership between Oneida County Workforce Development and Local Employers in helping to showcase job opportunities for college students.

ONEIDA COUNTY WORKFORCE DEVELOPMENT ONEIDA COUNTY COLLEGE STUDENT CORPS
INTERNSHIP PROGRAM

This Agreement is entered into by and between the Parties; Oneida County, a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Ave, Utica, New York 13501, by and through its Office of Workforce Development, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and Mohawk Valley Community College, a local employer with its offices and principal place of business located at 1101 Sherman Drive, Utica, NY 13501 (hereinafter referred to as the "Employer").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps," also known as the "Oneida County College Student Corps Internship Program," (hereinafter referred to as "Internship Program") which will provide funding to match Oneida County-based college and trade school students with employers in their fields of study and offer them paid internships and mentoring; and

WHEREAS, Oneida County has budgeted funding for the Internship Program in 2017; and

WHEREAS, the Office of Workforce Development has been designated by Oneida County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into an Agreement with the Employer to provide a meaningful work experience for **NINE (9)** Internship Program Participants; and

WHEREAS, the Employer agrees to reimburse Oneida County a portion of the total costs related to this Internship Program Financial Agreement;

NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. TERM. The Internship Program will begin as early as **May 30, 2017**, and end no later than **September 30, 2017**.

2. PARTICIPANT/INTERN. The Employer will provide employment and training to the following Internship Program Participants: Augustine Kattato, Kaitlin Merrill, Mathew Jones, Renee Gagnon, Ajla Isanovic, Terra Wallace, Eric Genovese, Georgeanne Jadhon, and Francis Chery.

3. COSTS.

- A. Oneida County shall be responsible for payment of wages to the Internship Program Participants.
- B. Any of the Participants placed in an internship under this Agreement may work a maximum of 200 total internship hours, and the Employer shall reimburse Oneida County at a rate of 50% the total wages and FICA taxes of the time worked up to this maximum.
- C. The Employer agrees to expend an amount up to, but not to exceed **Nine Thousand Six Hundred and Eighty-Eight dollars and Fifty cents (\$9,688.50) to be paid to Oneida County** for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, in attached **Exhibit A**. Payments to Oneida County shall be made at the conclusion of this Agreement.

4. EMPLOYER RESPONSIBILITIES:

- A. The Employer shall:
 - 1. Provide sufficient and meaningful work for the Participants in their field of study. The jobs shall be only those for which job descriptions have been submitted to and approved by the Office of Workforce Development.
 - 2. Maintain adequate time and attendance records for each of the Participants assigned to the Employer, utilizing the time sheets provided by the Office of Workforce Development. The Employer assures that the Participants will not be paid for unexcused absences or hours not worked.
 - 3. Cooperate with the Office of Workforce Development to ensure the work experience of the Participants is in accordance with Internship Program objectives.
 - 4. Advise the Office of Workforce Development of any problems encountered by any of the Participants within twenty-four (24) hours of the occurrence.
 - 5. Provide the Office of Workforce Development with an evaluation of the Participants and program at the completion of the internship, if so requested.
 - 6. Provide full-time mature supervision of the Participants assigned to the Employer.
 - 7. Provide sufficient equipment and/or materials, if necessary, for the Participants to carry out work assignments.
 - 8. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving any of the Participants.

9. Maintain appropriate standards for health and safety for the Participants. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws governing employment.
10. Ensure that none of the Participants shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring any of the Participants.
11. Ensure that the Participants do not fill any vacant positions or are used as a supplemental workforce to enhance or expand the delivery of the Employer's service.
12. Ensure that the work of the Participants is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any of the Participants shall be clerical in nature.
13. Maintain a grievance procedure relating to the terms and conditions of employment and training available to the Participants, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

5. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law. The Employer shall ensure that the Participants are covered under such policy.

B. The Employer shall not allow the Participants to commence work until proof of such insurance has been provided to Oneida County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. Oneida County reserves the right to require the Employer to provide insurance policies for review by the Oneida County.

6. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless Oneida County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from Worker's Compensation claims by any of the Participants.

7. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.

- B. The Employer assures that the Participants will not be permitted to start work without prior approval from the Office of Workforce Development.
- C. A vacancy due to the termination or withdrawal of any of the Participants from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.
- D. Authorized Office of Workforce Development staff, after consultation with the Employer, may at agreed upon times visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.
- E. The Participants may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on the Participant's work performance and attitude.
- F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.
- G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.
- H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.
- I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.
- J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.
- K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
- L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.

M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

8. AUTHORITY TO ACT/SIGN.

A. The Employer hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Employer to enter into this Agreement, or to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

FOR THE EMPLOYER:

Anthony J. Picente, Jr., County Executive

Dr. Randall VanWagoner, President

DATE

DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

David Mathis, Director

DATE

Approved:

Linda B. Lark, Assistant County Attorney

DATE

EXHIBIT A
17-FIN OCIP-
2017 FINANCIAL AGREEMENT
ONEIDA COUNTY PAYROLL

BUDGET SUMMARY INFORMATION

I.	PARTICIPANT TRAINING COSTS	
A.	Training Wages [200-hour internship] \$10.00 per hour × 200 hours =	\$ 2,000.00
	TOTAL TRAINING WAGES (9 STUDENTS)	<u>\$18,000.00</u>
B.	Training Fringe Benefits - FICA 7.65% × \$2,000.00 =	\$ 153.00
	TOTAL TRAINING FRINGE BENEFITS (9 STUDENTS)	<u>\$ 1,377.00</u>
	TOTAL TRAINING COSTS (9 STUDENTS) =	<u>\$19,377.00</u>
II.	EMPLOYER COSTS (50% Contribution) =	\$ 9,688.50
III.	TOTAL EMPLOYER REIMBURSEMENT DUE TO ONEIDA COUNTY =	\$ 9,688.50