



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

December 14, 2011

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

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ONEIDA COUNTY BOARD OF LEGISLATORS

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

Patricia A. Hudak
Minority Leader
(315) 798-5049
(315) 339-9960

William Goodman
Co-Minority Leader
(315) 736-1591

Rose Ann Convertino
Co-Minority Leader
(315) 732-2403

Michael J. Clancy
Co-Minority Leader
(315) 363-2570

FN 20 11 - 360

December 1, 2011

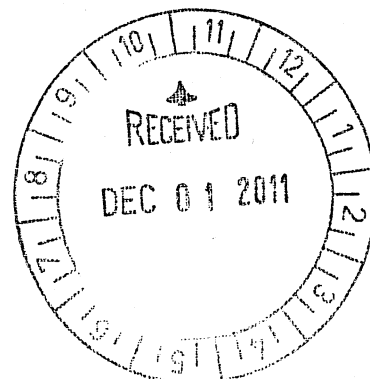
Chairman Gerald J. Fiorini
Oneida County Board of Legislators
800 Park Ave.
Utica, NY 13501

Dear Chairman Fiorini,

On November 16, 2011, the Democratic Caucus approved Kristyn Bucciero for the position of Minority Legislative Analyst per Rule No. 2 of the Rules of the Board. County policy requires Board of Legislators approval for any hire above Step 3 on the County's pay scale. On behalf of the Democratic Caucus, I respectfully request that the Board consider a resolution approving Kristyn's salary at 25M-STEP 10 (\$41,142) for the remainder of 2011 at the December 14th, 2011 meeting. Thank you.

Sincerely,

Rose Ann Convertino
Co-Minority Leader



*INTRODUCTORY
NO.*

F.N. 2011-361

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY: Mr. Damsky

RE: RESOLUTION SCHEDULING THE ORGANIZATIONAL MEETING OF THE BOARD OF LEGISLATORS FOR 12:00 P.M. ON JANUARY 3, 2012

WHEREAS, Section 151 of the County Law provides that the Oneida County Board of Legislators shall annually, by resolution duly adopted, fix the date, time and place of a meeting to organize this Board for the succeeding year, now, therefore, be it hereby

RESOLVED, That the organizational meeting of this Board for the year 2012 shall be held on Monday, January 3, 2012 at 12:00 P.M. in the Legislative Chamber, tenth floor, Oneida County Office Building, 800 Park Avenue, Utica, New York.

APPROVED: Ways & Means Committee ()

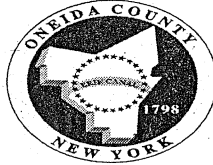
DATED: December 26, 2009

Adopted by the following vote:
AYES NAYS ABSENT

FN 20 11 - 361

WAYS & MEANS

Anthony J. Picente Jr.
County Executive



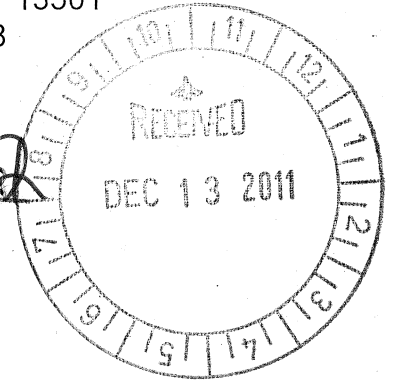
Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 29, 2011

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

FN 20 11 - 362



HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

The Purchase of Service Agreement between the Oneida County Department of Social Services and the Oneida County Sheriff's Office is for Security and Transportation. This Agreement provides security services for the Oneida County Office Building. In addition, it provides transportation of dangerous youth in the Department's custody to Secure and Non-Secure Detention Facilities. These services are vital to the safe operation of the Social Services Department.

This Purchase of Services Agreement has a total cost not to exceed \$ 578,211 for the term January 1, 2012 through December 31, 2012. The local cost for this service is 40.22 % or \$ 232,556.46.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

11/29/11
18101

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

Title of Activity or Services: Security/Transportation

Proposed Dates of Operations: January 1, 2012 - December 31, 2012

Client Population/Number to be Served: Juveniles in custody of the Department through Family Court.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

SERVICES: The Contractor will supply security for the Department throughout Departmental Office locations within the building.

The Contractor will provide transportation of Family Court ordered juveniles in the custody of the Department to court specified secure or non-secure detention facilities.

The Contractor shall also provide transportation of juveniles in the custody of the Department to and from secure and non-secure detention facilities. The Department shall be responsible for the transportation of those juveniles in the custody of the Department that are in need of transportation for appointments made by the Department (inclusive of non-emergency medical appointments, probation interviews, pre-placement screening, and foster care placement).

The Contractor may be requested to transport juveniles to facilities other than for detention purposes. These juvenile clients would be considered dangerous to themselves and / or the caseworkers. These clients must have a history of emotional violence or openly manifest assaultive behavior. These instances must be documented to the Contractor. A Department liaison and a representative of the Contractor shall jointly determine the necessity of the client transportation.

The Contractor will provide the services of the K-9 teams as needed.

2). Program/Service Objectives and Outcomes - Provides security at Department of Social Services sites of operation in the Oneida County Office Building and transportation of juveniles in the custody of the Department or by Family Court to Secure/Non-Secure Detention.

3). Program Design and Staffing Level - 1 Supervisor
4 Deputies

Total Funding Requested: \$ 578,211

Oneida County Dept. Funding Recommendation: Account # A6010.49535

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

Federal	48.44 % =	\$ 280,085.41
State	11.34 % =	\$ 65,569.13
County	40.22 % =	\$ 232,556.46

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1989. The Cost of the 2011 Contract was \$ 552,610.

O.C. Department Staff Comments: The Department is satisfied with this Contractors performance.

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and The Oneida County Sheriff's Office, Law Enforcement Building 6065 Judd Road, Oriskany, New York 13424 (hereinafter called Contractor).

WITNESSETH

WHEREAS, the Department has had the need for security within the building for staff and client's as well as security for transportation of funds to and from the Department and banks,

WHEREAS, the Department has need for transportation of juveniles from Family Court or the Department to and from both secure and non - secure detention facilities, and that those juveniles transported are in the custody of the Department,

WHEREAS, the Contractor has the ability to provide the security and transportation as necessary,

NOW, THEREFORE, the Contractor agrees to provide (1) Sergeant and four (4) Deputy Sheriffs who would be located at the Department's offices at 800 Park Avenue, Utica, New York. The regular hours for such security required is 7:00 am through 5:00 pm on any and all days the Oneida County Office Building is open for business.

The Contractor will supply security for the Department throughout Departmental office locations within the building and at annex Department of Social Services locations as staffing permits.

The Contractor will provide transportation of Family Court ordered juveniles in the custody of the Department, to court specified secure or non-secure detention facilities. The Contractor shall also provide transportation of juveniles in the custody of the Department to and from secure and non-secure detention facilities. The Department shall be responsible for the transportation of those juveniles in the custody of the Department that are in need of transportation for appointments made by the Department (inclusive of non-emergency medical appointments, probation interviews, pre-placement screening, and foster care placement.

The Contractor may be requested to transport juveniles to facilities other than for detention purposes. These juvenile clients would be considered dangerous to themselves and/or the caseworkers. These clients must have a history of emotional violence or openly manifest assaultive behavior. These instances must be documented to the contractor. A Department liaison and a representative of the Contractor shall jointly determine the necessity of the client transportation.

The Contractor will provide the services of the K - 9 teams as needed.

The Contractor represents and agrees to comply with all applicable Federal laws, including the requirements of the Civil Rights Act of 1964, as amended, the Age Discrimination Employment Act of 1967, as amended, the Federal Rehabilitation Act of 1973, as amended, and Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the Department of Labor Relations, 41 CFR Part 60. The Contractor also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and

the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §

- 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

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 Sections 357.5 and 423.7, as well as any applicable Federal laws and regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of services provided under this Agreement.

Such financial records shall be subject, at all reasonable times, to inspection, review or audit by

authorized County, State, and/or Federal personnel. All records must be available for a period of six (6) years.

The Department shall pay \$ 578,211.00 per year, per the attached budget for such services as provided by the Contractor for a period of one (1) year, commencing January 1, 2012 and terminating December 31, 2012, as per operational budget and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

The Department agrees to pay monthly, upon submission of an Oneida County voucher, with an itemized expenditure breakdown documentation attached to the Oneida County voucher.

Options to renew the Contract are at the discretion of the Department, which shall supply a thirty (30) day notice to the Contractor.

The Department may terminate the Contract upon (30) day written notice of intent to terminate to the Contractor.

The Commissioner of Social Services reserves the right to specify assignment locations of the Contractor's employees, upon justification to the Contractor. The Commissioner further reserves the evaluate the job performance of the Contractor's employees. The reassignment or retention of any specific employee of the Contractor shall be agreed upon between both the Commissioner and the Contractor or their designees. The Contractor reserves the right to retain exclusive control over his employees and the specific placement of each, as long as the requirements of the Contract are met.

The Department and the Contractor agree to meet every six (6) months, or as needed, to discuss issues of the Contract.

It is expressly agreed, that the Contractor shall hold the Department harmless from any liability arising from any act of omission or commission by the Contractor with respect to this agreement or any part hereof.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department. A stipulation, between the parties, as to wage and fringe benefits during the term of this Contract is also hereby agreed upon. The Department assumes responsibility for these increases per the negotiated labor contract, and agrees to amend the Agreement as needed to cover these negotiated increases.

The Contractor agrees to comply to the statutes of the Federal Lobbying Act. The law states that no Federal appropriated funds may be spent by the recipient of a Federal grant or a subletter contractor or sub-grantee to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the

awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 11/28/11

Agency: Oneida County Sheriff's Office

Authorized Signature: 

Print Authorized Name: SHERIFF Robert M. Maciol

Title: SHERIFF

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

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

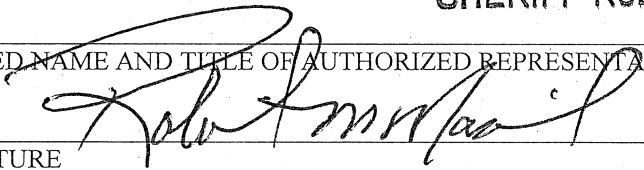
Oneida County Sheriff's Office

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

SHERIFF Robert M. Maciol

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

11/28/11

Oneida County Sheriff's Department
Department of Social Services Security & Transports
January 1, 2012 – December 31, 2012

Salaries:

(1) SERGEANT, (4) DEPUTIES	\$ 313,232	
Overtime	75,000	
Subtotal:		\$ 388,232

Fringes:

(Soc. Sec, W.C., Retire, UI) 23.82%	92,478	
Health Insurance	76,801	
Subtotal:		169,279

Equipment:

Subtotal:		0
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Other:

Misc Supplies	500	
Transports	8,000	
Training	1,000	
Uniforms	6,000	
Cell Charges	400	
Insurance & Bonding	4,800	
Subtotal:		20,700

<u>GRAND TOTAL:</u>		<u>\$578,211</u>
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Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

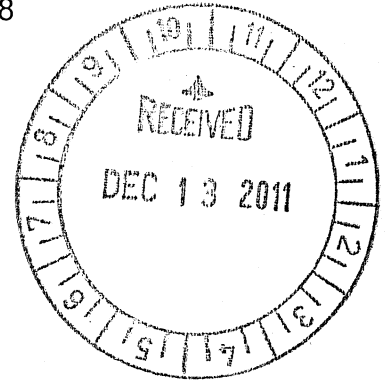
Phone (315) 798-5733 Fax (315) 798-5218

November 30, 2011

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

FN 20 11 - 363
HUMAN RESOURCES

WAYS & MEANS



Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc. for operation of an Integrated Service delivery system based on wrap-around care principles.

The service will be provided as a care management system for clientele referred by the committee on appropriate placement (JD/PINS), DSS placement committee (Abuse/Neglect) and Committees on Special Education. The children placed in this program are assessed and begin to receive the appropriate level of community based services. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improved child and family functioning.

The services are paid on rate of \$ 1,994.00 per month per child. The term of this Agreement is January 1, 2012 through December 31, 2012. The Contractor was paid \$ 2,981,484.71 for the period of October 2010 through September 2011 with a local cost of 27.88 % or \$ 831,237.94.

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/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date

11/13/11

11/30/11
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, 2012 – December 31, 2012

Client Population/Number to be Served: Youth placed by committees on appropriate placement (PINS/JD), DSS Placement Committee (Abuse/Neglect), and Committees on Special Education.

135 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the committee on appropriate placement and placement committee.

2). Program/Service Objectives and Outcomes -

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to

institutionalization.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: \$ 1,994 per month per child

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 765.50
State	33.73 %	\$ 672.58
County	27.88 %	\$ 555.92

Cost Per Client Served: \$ 1,994 per child per month.

Past performance Served: The Department has contracted with this provider for this service since 1998. The Department has spent \$ 2,981,484.71 for the period October 2010 through September 2011 with a local share of 27.88 % or \$ 831,237.94.

O.C. Department Staff Comments:

The contractor puts additional resources into the children currently institutionalized, this will save Oneida County money because the length of stay in the Institution will decrease and the cost of the Institution will be paid by the Contractor while under the care of the Contractor.

This program was submitted through the Request for proposal process and the Department received three (3) respondents and Kids Oneida was awarded the contract

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park AVENUE, Utica, NY 13501 and KIDS ONEIDA INC., a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a bachelors degree in human services a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Section 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents except when such transportation cannot be arranged or provided by the child's family.

(18). The term of this Agreement shall be from JANUARY 1, 2012 through DECEMBER 31, 2012 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish and coordinate preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix A of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix A of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of: KIDS ONEIDA INC., 310 MAIN STREET, UTICA, NEW YORK 13501 and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACT'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(41). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(42). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized

representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(43). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(44). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(45). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(46). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(47). The CONTRACTOR may subcontract certain direct service of this AGREEMENT. The Contractor will provide a list of all sub-contracts on a monthly basis. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(48). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly,

which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

(49). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(50). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A and Appendix B attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(51). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(52). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(53). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(54). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective

date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(55). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(56). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

(57). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission of the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(58). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(59). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(60). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(61). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt

or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(62). CONTRACTOR warrants that if and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

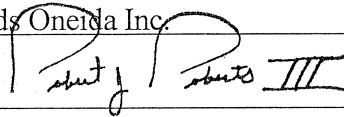
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 11-29-11.

Agency: Kids Oneida Inc

Authorized Signature: 

Print Authorized Name: ROBERT J. ROBERTS III

Title: CEO/EXECUTIVE DIRECTOR

APPENDIX A

Purchase of Services Specifications for the Agreement between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Kids Oneida Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Department wishes to have developed and operating an integrated service delivery system based upon wraparound care principles. The system would operate as a capitated, care management system for clientele referred through the Committee on Appropriate Placement and Placement Committee. Access to these committees shall be in accordance with existing Agreements the Department has with other agencies and departments within county government.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

SECTION I - SCOPE OF SERVICES

The Department shall be responsible for determining the eligibility of persons for services to be purchased under this Contract.

The Department shall be responsible for case management.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible

for the performance of any subcontractor.

Upon receiving the appropriate referral from the Department, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy and Procedure Manual. The Contractor will maintain a no reject or no eject policy. No discontinuing of services because of client cooperation or agreement without plan amendment and Department of Social Services approval

The Contractor agrees to devise reporting and assessment forms acceptable to the Department (NYCRR 428).

The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

The Contractor agrees to conduct in the U. C. R. meetings and other treatment meetings as requested by the Department.

The Contractor agrees to see all children and families at/in home and community locations, i.e. school. Visits must include unannounced visits.

The Contractor will provide:

1. Linkages to an integrated system of diversions to community-based services.
2. Promote the development of community-based services as an alternative to institutionalization.

Outcome/Measurements for Case Management System

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 70% of the 135 children enrolled in the Kids Oneida Program will remain in their family/caretakers home.

Measurement: 70% of the 135 children enrolled in the Kids Oneida program will be successfully integrated in their school / community and partake in available resources that will reinforce effective family functioning and stabilization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a "plan of care" that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: For the families of children requiring out of home placement due to dangerous or self-injurious behaviors, 70% of those identified families will actively participate in both the service and discharge planning of that child in order for the child to be returned to the home as quickly and safely as possible.

The Contractor will provide reports to the Department as requested and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

The Contractor agrees to prepare and provide any and all monthly reports or statistical data required by the County and State Governments pertaining to this contract.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the

privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any

- amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

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

In the event of home visitation, it should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have checklist and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employer of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission on the Contractor with respect to this Agreement or any terms hereof.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no

further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

REIMBURSEMENT

The Department agrees to reimburse the Contractor at a rate of \$ 1,994.00 per month per child enrolled in the Kids Oneida Demonstration Project. It is expressly understood that this rate shall be an all-inclusive amount for the enrolled child and involved family members. Should a sibling of the enrolled child require a level of service beyond regular case planning and/or involvement in family support or treatment services, that a separate rate may need to be negotiated between the Department and the Contractor for the provision of extreme services (such as multiple placements) for that siblings. The maximum children at any given time shall be 135.

It is also expressly understood that the Contractor will be responsible for the cost of any out of home placements with the exception of juvenile justice system provided to an enrolled child. The cost of any such residential care will be deducted from future advances made by the Department to the Contractor.

The per month rate per child may be amended at any time through the Agreement of both parties to reflect actual cost experiences of the Contractor.

Appendix B

Covered Service: Assessment Outpatient

Service Description: Neurological, psychiatric, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

Credentials: Licensed Physician, Licensed Psychologist, Licensed or Certified Social Worker/MFT

Covered Service: Medication Trial Outpatient

Service Description: Psychiatric medication trials, medication retrials, monitoring and evaluation on an outpatient basis.

Credentials: Licensed physician or Qualified Health Professional

Covered Service: Psychiatric Reviews/Medication Checks

Service Description: Medication review and check-ins brief reviews by a qualified professional.

Credentials: Licensed Physician, Nurse Practitioner, or RN

Covered Service: Rehabilitation Treatment

Service Description: Intensive Psychiatric Rehabilitation Treatment Service.

Credentials: All licensed DSS, OMH Rehabilitation Programs

Covered Service: Nursing Services

Service Description: Service providing monitoring and education to enrolled clients and family on medication, diagnosis, medical treatment, etc. as directed by a qualified professional

Credentials: RN, LPN

Covered Service: Individual Therapy

Service description: Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client, which focuses on the mental health/behavioral/emotional needs of the client.

Credentials: Licensed/certified Psychologist, Social Worker, MFT, Supervised BA

Covered Service: Individual AODA Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client that focuses on AODA issues/needs of the client.

Credentials: Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

Covered Service: Family Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, Supervised BA

Covered Service: Group Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.

Credentials: Licensed/Certified: Psychologist, Certified Social Worker, MFT, Supervised BA

Covered Service: Group AODA, Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the AODA needs of the clients in the group.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

Covered Service: Special Therapy

Service Description: Non-traditional therapies including art, movement, music

Covered Service: Crisis Intervention and Treatment

Service Description: Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face to face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

Credentials: 1,000 Hours Experience with SED Children

Covered Services: Intensive Assessment/Stabilization Service

Service Description: Intensive, in-home service directed to stabilize a family situation and provide assessment information needed to effectively prevent crisis and eliminate the need for hospital or residential placement, available on a 24 hour a day basis (for a maximum of 30 days).

Credentials: 1,000 Hours Experience with SED Children

Covered Service: In-home Stabilization Follow-up Services

Service Description: Services delivered as a follow-up to covered service "Intensive Assessment/Stabilization Service", which will enable the family to incorporate the necessary skills and strategies to maintain changes made in the intensive phase without additional in-home therapy (for a maximum of 60 days).

Credentials: 1,000 Hours Experience with SED Children

Covered Service: Crisis Assistance

Service Description: Therapeutic planning and support for children and families who are in crisis, including a collateral contact to arrange necessary resources or coordinate services during or after a crisis.

Credentials: 1,000 Hours Experience with SED Children

Covered Service: In-home Treatment

Service Description: Flexible, time limited intensive services provided in the home. In-home services are geared toward families at risk of having a child removed from home and are viewed as one alternative to residential treatment. Services focus on the family as a unit and include; specialized parental skill training, behavior management, family therapy, 24 hour accessibility by the family (as needed), and intensive supervision of family client events.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, or Supervised BA

Covered service: In-home Family Assessment

Service Description: In-home time limited intensive strength and needs based assessment. The assessment will identify individual and family strengths and needs and address the client's place of residence (i.e. home, foster home, etc.) potential for reintegration from out of home/community placement, and safety of all family members. The assessment is designed to protect the family's integrity, and is conducted within the family's cultural context

Covered Service: Evaluation Services

Service Description: Psychological, AODA, and behavioral, pre-admission screenings that are a requirement for evaluation/assessment and treatment planning.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, and CASAC

Covered Service: Therapeutic Community Support

Service Description: Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

Covered Service: Camp

Service Description: All varieties of camp; special interest and general; resident and day.

Covered Service: Reintegration Treatment Services

Service Description: Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of home placement.

Covered Service: Consultation with Other Professionals

Service Description: Consultation by an MS, Ph.D., or MD clinician concerning specific clinical information and identified clinical needs necessary to create an individualized treatment plan.

Consultation will always involve face-to-face contact among the consultant, service coordinator, and/or other treatment members.

Credentials: Licensed Physician, Psychologist, Certified Social Worker.

Covered Service: Behavioral Management Services

Service Description: Behavioral strategy program provided to enrolled clients by a trained mental health professional (i.e. Anger Management).

Credentials: Approved

Covered Service: Crisis Respite

Service Description: Special crisis respite provided at an hourly rate for less than 24 hours.

Covered Service: Respite Service

Service Description: Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to and SED child either from within and extended family network or from an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the enrolled client. Respite care can also be provided on an emergency basis.

Credentials: Licensed/Certified Provider

Covered Service: Respite Day Service

Service Description: Respite day care refers to appropriate temporary care (usually for 4 to 6 hours a day), that is provided to an enrolled child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. It is anticipated that this childcare service will range from 10 to 40 hours a month.

Covered Service: Sibling Mentoring

Service Description: Mentoring Services (see Covered Service: Mentoring) provided for a sibling of an enrolled child

Credentials: 1,000 hours experience with SED Children

Covered Service: Teachers Aid

Service Description: A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

Credentials: Trained/Licensed Teacher or Other Qualified Individuals

Covered Service: Parent Aid

Service Description: Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

Covered Service: Tutoring

Service Description: Service provided to assist an enrolled client in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher. Service shall be provided by a certified teacher.

Credentials: Trained /Certified Teacher or other Qualified Individuals

Covered Service: Mentoring

Service Description: Service provides a structured one-to-one relationship or partnership that focused on the needs of the mentored child. It encourages youth to develop to their fullest potential

and helps that youth develop a vision for the future. It is anticipated that contact be from 10 to 30 units per month

Credentials: 1,000 Hours of experience with SED Children

Covered Service: Recreation

Service Description: Service provides for recreational/daily activities for the enrolled child or siblings to promote social skills. It is anticipated that contact will be from 10-30 units per month

Covered Service: Life Coach

Service Description: Service provided by a trained individual primarily as a live-in mentor and therapeutic support for an older child in an independent living transitional housing arrangement.

Covered Service: Volunteer Mentoring

Service Description: An enrolled child that has demonstrated the ability and interested in mentoring another enrolled child by sharing his/her experiences and talents in a structured supervised environment. (This service will always be accompanied with Covered Service: Mentoring)

Covered Service: Parent/Family Skills Training Groups

Service Description: Structured group activities designed to increase the ability of families and children to be successful in the community. Training normally involves a curriculum or defined set of experiences that will promote unable learning. Training may or may not include direct involvement of children in the sessions.

Covered Service: Community Supervision

Service Description: Contact by a trained professional designed to monitor specific behavioral objectives or performance on at least a weekly basis. The service should include specific behavioral objectives, time periods, and any crisis capability that are negotiated on a case by case basis. Monitoring of objectives and provision of treatment plan and/or court orders and any assistance may vary depending on the client's performance and level of monitoring needed. It is anticipated that contact will range from 5-25 units per month.

Credentials: 1,000 Experience with SED Children

Covered Services: Rise & Shine Supervision

Service Description: Service provides face-to-face supervision prior to scheduled school day, to enrolled clients with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend School. It is anticipated that contact will be form 5-20 units per month.

Covered Service: Over Night Supervision

Service Description: Provides overnight supervision to ensure safety of an enrolled child.

Covered Service: Child/Family Supervised Visitation

Service Description: Provides monitoring/supervising court order visitation between enrolled child and family members or individually identified by family court judge.

Covered Service: Sibling Recreation

Service Description: Recreation services for the sibling of an enrolled child

Covered Service: Group Recreation

Service Description: Group recreation for one or more enrolled children or siblings

Covered Service: Intensive Supervision

Service Description: A multi-faceted service generally monitoring of curfew, school attendance and behavior, community behavior and conditions of court order for a distinct time period by a trained professional. Intensive supervision begins with a specific behavioral contact negotiated with enrolled client, parents, service coordinator and other interested parties. Contact with the enrollee client shall both monitor these expectations and other assistance, either by phone or in person. The service includes a 24-hour, 7-day week on-call crisis response. It is anticipated that contact of 5 hours of face-to-face or more a week will be required to meet these goals.

Credentials: 1,000 hours of experience with SED children

Covered Service: Supportive Independent Living

Service Description: Provides supported living environments for youths (ages 17-18), who require community intervention and supervision. Also includes teaching independent living skills.

Credentials: 1,000 Hours of experience with SED Children

Covered Service: Supportive Work Environments

Service Description: Provides supportive work environments for youths (ages 14-18), who require intervention and support on the job. Service also includes career planning and job placement.

Covered Service: Transportation

Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.

Covered Service: Discretionary Funds

Service Description: Provides monies for Mentoring and Recreation on a rate of \$ 30.00 per month per enrolled client. Other items of need such as: household supplies/groceries, incentive monies, membership, etc. are required to have prior approval by Kids Oneida.

Covered Service: Discretionary Employment/Supportive Work

Service Description: Wages for Employment opportunities for enrolled children

Covered Service: Discretionary Recreation / Personal

Service Description: Discretionary money for recreation and personal items

Covered Service: Discretionary other Needs

Service Description: other Discretionary Needs

Covered Service: Attendance at Plan of Care Meeting

Service Description: A scheduled face-to-face contact with family team members (service coordinator, client, family members, providers, natural/community resources) for the purpose of reviewing, assessing, planning and identifying needs necessary to create an individualized treatment plan. Plan of Care Meetings are scheduled every ninety (90) days or when deemed appropriate by service coordinator.

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

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Robert J. Roberts III

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

ROBERT J. ROBERTS III - CEO / EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]

SIGNATURE

11-29-11

DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

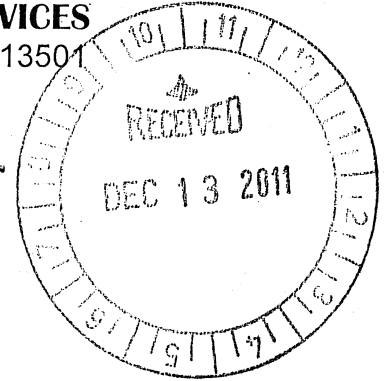
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

November 30, 2011

FN 20 11-364



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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc., 310 Main Street, Utica, New York for operation of the Return Home Early Project. The program will monitor all youth who are placed in residential treatment centers to assess the youth's, as well as the family's "readiness" or ability to be returned home successfully.

The program will identify children in placement that would benefit from existing community based services and reside in their home communities as soon as possible with appropriate community services, therefore, shorten lengths of stay for children currently in out-of-home care, reduce the need for children to re-enter out-of-home care, and ensure they are placed at an appropriate level of care closer to home.

The term of this Agreement shall be from January 1, 2012 through December 31, 2012. The maximum amount of this contract is \$ 129,253 with a local cost of 27.88 % or \$ 36,035.74.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 12/13/11

LAS/tms
attachment

11/30/11
23806

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: Return Home Early Program

Proposed Dates of Operations: January 1, 2012 – December 31, 2012

Client Population/Number to be Served: Youth placed in Residential Treatment Centers (RTC) the general population of youth placed in RTC's is Juvenile Delinquents or Persons in need of Supervision, also some youth placed are from Child Protective Services Cases.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The program will monitor all youth who are placed in residential treatment centers to assess the youth's, as well as the family's "readiness" or ability to be returned home successfully. The program will identify children in placement that would benefit from existing community based services and able to reside in their home communities. These intensive services will serve as a less intense option for youth to continue their treatment once they have stabilized in out of home placement. The program will be based on a collaborative team based approach with Department, Contractor, placement facilities, families, school districts, and community partners.

2). Program/Service Objectives and Outcomes -

The Return Home Early Project will return children from out of home placement as soon as possible with appropriate community services, therefore, shorten lengths of stay for children currently in out-of-home care, reduce the need for children to re-enter out-of-home care, and ensure they are placed at an appropriate level of care closer to home.

3). Program Design and Staffing Level -

One Residential Outreach Worker, file and record keeping assistance through Client Tracker by a support staff member, direct oversight from the Director of Operations, and consultation by the Medical Director.

Total Funding Requested: \$ 129,253

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 49,620.22
State	33.73 %	\$ 43,597.04
County	27.88 %	\$ 36,035.74

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 2011. The maximum contract cost for 2011 is \$ 126,638.

O.C. Department Staff Comments:

This program was submitted through the Request for proposal process and the Department received three (3) respondents and Kids Oneida was awarded the contract

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park AVENUE, Utica, NY 13501 and KIDS ONEIDA INC. a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

*Kids Oneida Inc.
Return Home Early Project*

23806
January 1, 2012 –December 31, 2012

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a bachelors degree in human services a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Section 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents except when such transportation cannot be arranged or provided by the child's family.

(18). The term of this Agreement shall be from January 1, 2012 through December 31, 2012 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish and coordinate preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix A of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix A of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of: KIDS ONEIDA INC., 310 MAIN STREET, UTICA, NEW YORK 13501 and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACT'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(41). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(42). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized

representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(43). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(44). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(45). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(46). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(47). The CONTRACTOR may subcontract certain direct service of this AGREEMENT. The Contractor will provide a list of all sub-contracts on a monthly basis. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(48). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly,

which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

(49). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(50). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A and Appendix B attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(51). The CONTRACT may be terminated by mutual written agreement of the contracting parties.

(52). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(53). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(54). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective

date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(55). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(56). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

(57). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission of the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(58). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(59). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(60). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(61). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt

or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(62). CONTRACTOR warrants that if and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

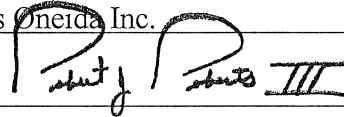
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 11-29-11

Agency: Kids Oneida Inc.

Authorized Signature: 

Print Authorized Name: ROBERT J. ROBERTS III

Title: CEO / EXECUTIVE DIRECTOR

APPENDIX A

Purchase of Services Specifications for the Agreement between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Kids Oneida Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Contractor will provide a Return Home Early Project. The program will monitor all youth who are placed in residential treatment centers (RTC) to assess the youth's, as well as the family's "readiness" or ability to be returned home successfully. The general population of the youth placed in RTC's is Juvenile Delinquents (JD's) or Persons in Need of Supervision (PINS), also some youth placed are from Child Protective Services (CPS) cases.

Contractor will target children placed at the most restrictive level of out of home placement through the utilization of an assessment tool to return children home early from residential care, shortening lengths of stay, identifying more appropriate and least restrictive levels of care, and transitioning youth to facilities closer to home. The use of a highly effective assessment tool, an outcome based proprietary software package, and a collaborative relationship with placement providers, school districts, Family court, and the Department of Social Services will allow for a highly organized and efficient program that will serve as a model initiative to assess effectiveness of out of home placement.

Contractor will provide service to every child placed at the Residential Treatment Center (RTC) and Group Home (GH) level of care by the Department. These children are placed on a Person In Need of Supervision (PINS), Juvenile Delinquent (JD), or Abuse/Neglect court order for a predetermined amount of time by Family Court Judges. After disposition, children can be placed at various facilities across the state.

One Residential Outreach Worker will be responsible for the independent assessment of every child. This independent assessment will include a Child Readiness Assessment, ongoing face to face collaboration with the child and his/her treatment team, and a review of the child's academic records, mental health history, family dynamics, community interactions, and legal obstacles that will be present once returned home. The Contractor will be allowed access to records as part of the assessment process.

The Contractor will dedicate one full-time Residential Outreach Worker to lead the program that will identify children in placement that would benefit from existing community based services and able to reside in their home communities. These intensive services will serve as a less intense option for youth to continue their treatment once they have stabilized in out of home placement.

The program will be based on a collaborative team based approach with Department, Contractor, placement facilities, families, school districts, and community partners.

The Residential Outreach Worker will be charged with the ability to provide a neutral assessment of every child's individual situation that has placed them at the institutional level of care. All children placed in DSS custody will continue to be tracked through the course of his/her out of home placement by the utilization of a software program that will monitor movements, outcomes, and readiness of all children in care. This system should have a reporting functionality that can produce various trend reports that will be made available to the Department upon request.

The approved Child Readiness Assessment, which is an evaluation tool, will be completed on every child placed at the RTC and GH level of placement. This comprehensive tool is designed to rate a child's readiness to return to their home environment. The assessment rates various domains that will give those involved a better sense of the areas a child and their family must improve upon in order to achieve a successful reunification. A comprehensive assessment of the environment the child will be returning to is a part of the process. The Child Readiness Assessment provides a recommendation if the child will be ready to be returned home in less than six months or more than six months. The same is reported of the home environment; will the family be ready for the child's return in more or less than six months. It is at this stage of the child's assessment that the treatment team will be charged with identifying interventions to address areas of concern that are preventing a return home.

Every child placed at the institutional level of care will have an assessment completed once they have been at the facility for 90 days. Placement agencies will be trained on completing this assessment and be required to complete one for all children from Oneida County. Once the assessment has been completed a face-to-face interview with the child and their treatment team is held to better understand the intricacies of each individual's situation. Family history, school records, and legal involvement are all reviewed during this process. The program strives to meet with every youth face-to-face quarterly. It is the culmination of this intensive process that provided Oneida County Department of Social Services, Family Court, the family, and placement agency with a fresh perspective on treatment alternatives to residential placement.

Through this process, children ready for discharge will be identified at an earlier stage of their placement and be able to be served by community services in their home/lower level of care. Because the Residential Outreach Worker has been working with the treatment team in advance, a detailed recommendation regarding community based services, school plan, and linkage to natural resources is possible. Return Home Early Project will identify the most appropriate aftercare program for each child returned home early. A single point of reentry will streamline the current process and allow for more proactive and detailed reunification plans. Increase collaboration and better planning will in turn improve existing recidivism rates.

Through strong advocacy, collaboration, and family empowerment, children that could be served at home, in lower levels of care (i.e., foster care) and closer to home will be identified as a result of

the Return Home Early Project

Return Home Early Project will return children from out of home placement as soon as possible with appropriate community services, therefore, shorten lengths of stay for children currently in out-of-home care, reduce the need for children to reenter out-of-home care, and ensure they are placed at an appropriate level of care closer to home. Contractor will focus on the measurements established by the Department of Social Services.

Contractor will keep accurate records in compliance with established State Regulations. Each child assessed will have a separate electronic case record which will include dates and information detailing the services provided. Confidentiality of case records will be maintained as directed in Social Service Law and State Regulations. Case records will be made available to the Department of Social Services upon request

Statistical information regarding clientele and program performance will be gathered and reports generated at least semi-annually and as requested by the Department of Social Services. Financial records will be accurately maintained to reflect direct and indirect costs of services provided. All records will be retained for a period of at least six years after the final payment received.

It is further understood that this program is expense driven and the total cost of the Program is not to exceed \$ 129,253 as per the attached budget. The term of this Contract is from January 1, 2012 to December 31, 2012 and maybe renewed annually agreeable to both the Department and the Contractor.

All Contractor employees are required to be cleared by the State Central Registry and Sex Offender Registry.

The staffing composition of the Return Home Early Project will include: one Residential Outreach Worker, file and record keeping assistance through Client Tracker by a support staff member, direct oversight from the Director of Operations, and consultation for more complex cases by the Medical Director.

The project will be managed by one Residential Outreach Worker. This worker will serve as a single point of contact for residential agencies, provide ongoing support to DSS Case Managers, and maintain data for program evaluation. Minimum qualifications for the Residential Outreach Worker include a Bachelor's Degree in Human Services or related field and at least two years experience working with children and families with special needs (residential placement experience preferred). This individual will be responsible for maintaining ongoing communication to ensure collaboration between Oneida County Department of Social Services, placement facility, Family Court, home school district, and the family. It is crucial that this individual maintain relationships with all parties involved to ensure team-based approach to assessing a child's treatment. The worker will further make independent recommendations to the County regarding a child's current out of home placement treatment based on the tools discussed. The residential outreach worker will be

available in Family Court to review the recommendations as needed and ensure the transition into existing community-based preventive services for every child discharged home early.

The maintenance of the Client Tracker, including the entry of the child placements and transitions inputting of Child Readiness Assessment, and creation of new cases, will be done by a support staff member. This individual will ensure that accurate and timely maintenance of Client Tracker in order to ensure an accurate product that is capable of producing reports on demand. With oversight by the Residential Outreach Worker and the Director of Operations, detailed reports will be produced as requested by the Department of Social Services.

The Contractor's Medical Director is a license Child Psychiatrist. The Medical Director will dedicate time to the program to consult on the most complex cases within the county. This individual insight will provide the program with comprehensive recommendations as to potential treatment options for severely emotionally disturbed youth that may linger in out of home placement.

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 and shall not exceed \$ 129,253 per attached budget.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

Upon receiving the appropriate referral from the Department, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy and Procedure Manual. The Contractor will maintain a no reject or no eject policy. No discontinuing of services because of client cooperation or agreement without plan amendment and Department of Social Services approval

The Contractor agrees to devise reporting and assessment forms acceptable to the Department (NYCRR 428).

The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

The Contractor agrees to participate in FASP/Services plan meetings and other treatment meetings as requested by the Department.

Outcome/Measurements for Case Management System

- At least 20% of the total children placed in residential care will be returned home early.
- At least 70% of the youth returned home early will not re-enter any level of out of home placement.

The Contractor will provide reports to the Department as requested and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

The Contractor agrees to prepare and provide any and all monthly reports or statistical data required by the County and State Governments pertaining to this contract.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well

as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e) (2) (iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

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

In the event of home visitation, it should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have checklist and will complete the checklist after making visual inspections and will also report any gross

deviations from normal living standards not included on the checklist.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employer of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written

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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.

Kids Oneida Inc.
Return Home Early Project # 23806
January 1, 2012 – December 31, 2012

Personal Services:

Total Salaries	\$ 79,474
Fringe Benefits	\$ 19,073
Personal Service Contracts	\$ <u>0</u>

Total Personal Services \$ **98,547**

OTPS

Office/Program Supplies	\$ 500
Administrative Consultation	\$ 11,750
Travel/Mileage	\$ 4,236
Other Expenses	\$ 14,220
Equipment	\$ <u>0</u>

Total OTPS \$ **30,706**

Total Expenses \$ **129,253**

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

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification;

Kids Oneida Inc.
Return Home Early Project

23806

January 1, 2012 – December 31, 2012

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. The applicant that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of

paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Robert J. Roberts III

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Robert J. Roberts III - CEO / EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

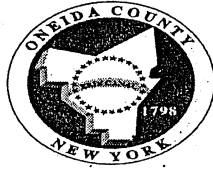
Robert J. Roberts III

SIGNATURE

11-29-11

DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

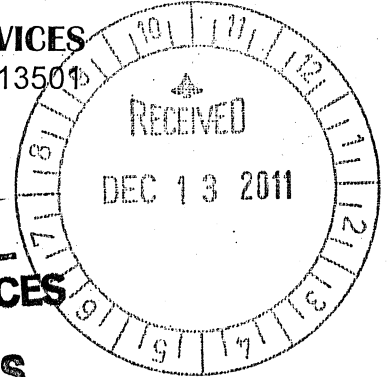
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 30, 2011

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

FN 20 11-365
HUMAN RESOURCES
WAYS & MEANS



Dear Mr. Picente:

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

Enclosed is a renewal Purchase of Services Agreement with Kids Oneida Inc. for operation of the Step Down Program.

The services will be a scaled back wrap around model with less intense service and lower cost than the Kids Oneida Program. The children entering the Step Down Program will be selected from the high cost residential care and Kids Oneida Program. This program will create a less intense, less costly option for the entire service system forcing residential care institutions and Kids Oneida to expedite cases through the system. The Step Down Program will continue to reduce the cost of out of home placements by appropriately placing the identified children in a lower level of care.

The services are paid on rate of \$ 1,225.00 per month per child. The term of this Agreement is January 1, 2012 through December 31, 2012. The Contractor was paid \$ 581,728.73 for the period of October 2010 through September 2011 with a local cost of 27.88 % or \$ 162,185.97.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

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

Anthony J. Picente, Jr.
County Executive

Date: 12/13/11

11/30/11
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, 2012 – December 31, 2012

Client Population/Number to be Served:

40 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide children with a scaled back wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than Kids Oneida.

2). Program/Service Objectives and Outcomes -

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.
Performance: Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.
Outcome #2: Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.
Performance: Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: \$ 1,225 per month per child

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 470.28	per month per child
State	33.73 %	\$ 413.19	per month per child
County	27.88 %	\$ 341.53	per month per child

Cost Per Client Served: \$ 1,225 per child per month. The Program will serve a maximum of 40 children at any one time.

Past performance Served: This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home. The Contractor was paid \$ 1,201 per child per month at a cost of \$ 581,728.73 for the period October 2010 through September 2011.

O.C. Department Staff Comments:

The Step Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Trade a high cost placement for Kids Oneida Regular Step down program.
- Mechanism-Kids Oneida will identify children who can move directly from High Cost Residential Care to the Step-Down option of Services.

This program was submitted through the Request for proposal process and the Department received three (3) respondents and Kids Oneida was awarded the contract.

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park AVENUE, Utica, NY 13501 and KIDS ONEIDA INC. a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

Kids Oneida Inc.
KIDS Oneida Step Down Program

23803
1/1/12 -12/31/12

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned

for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a bachelors degree in human services a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(7). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(8). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(9). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(10). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(11). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(14). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental

functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(15). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents except when such transportation cannot be arranged or provided by the child's family.

(16). The term of this Agreement shall be from January 1, 2012 through December 31, 2012 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

SECTION III SCOPE OF SERVICES

(17). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish and coordinate preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(18). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(19). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(20). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix A of this AGREEMENT.

(21). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(22). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(23). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(24). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(25). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefore, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(26). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(27). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(28). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix A of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(29). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(30). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(31). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of: Kids Oneida Inc., 310 Main Street, Utica, New York 13501 and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(32). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(33). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(34). All information contained in the CONTRACT'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18

NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(35). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(36). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(37). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(38). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(39). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(40). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(41). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to

monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(42). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(43). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(44). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(45). The CONTRACTOR may subcontract certain direct service of this AGREEMENT. The Contractor will provide a list of all sub-contracts on a monthly basis. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(46). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

(47). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and

as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(48). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A and Appendix B attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(49). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(50). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(51). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(52). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(53). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(54). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures,

including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

(55). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission of the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(56). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(57). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(58). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(59). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(60). CONTRACTOR warrants that if and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

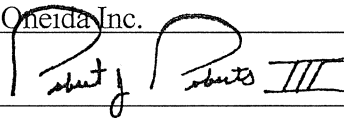
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 11-29-11

Agency: Kids Oneida Inc.

Authorized Signature: 

Print Authorized Name: ROBERT J. ROBERTS III

Title: CEO / EXECUTIVE DIRECTOR

APPENDIX A

Purchase of Services Specifications for the Agreement between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Kids Oneida Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Department wishes to have developed and operating a scaled back program to work with the current KIDS Oneida system. The step-down option creates a less costly, less intense option forcing residential care and the KIDS Oneida program to expedite cases through the system.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

SECTION I - SCOPE OF SERVICES

The Department and Contractor shall be responsible for determining the appropriate level of services for the individual. The Individuals deemed to need the step down option will be provided service through this contract.

The Department shall be responsible for case management.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

Upon determining the appropriate level from the Department and Contractor, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy. The services provided as part of this Agreement are appended to this Agreement (Appendix B). The Contractor will maintain a no reject or no eject policy. No discontinuing of services because of client cooperation or agreement without plan amendment and Department of Social Services approval

The Contractor agrees to devise reporting and assessment forms acceptable to the Department (NYCRR 428).

The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

The Contractor agrees to conduct U. C. R. meetings and other treatment meetings as requested by the Department.

The Contractor agrees to see all children and families at/in home and community locations, i.e. school. Visits must include unannounced visits. Visits will meet State and Federal guideline and local policy

The Contractor will provide:

1. Linkages to an integrated system of diversions to community-based services.
2. Promote the development of community-based services as an alternative to institutionalization.

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.

Performance: Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 70% of the number of children identified for this program will be discharged from care earlier than the anticipated discharge date.

Measurement: 70% of the number of children identified for this program will not re-enter care within a 12 month period of their discharge.

- **Outcome #2:** Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.

Performance: Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

Measurement: 70% of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented.

Measurement: 70% of the children referred to prevent movement to a more restrictive level of care will remain at that level of care until they are either returned home or another permanency option is achieved.

The Contractor will provide reports to the Department as requested and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

The Contractor agrees to prepare and provide the Department with any and all monthly or statistical reports required by the County or State Governments pertain to this contract.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

The Contractor, as a Business Associate of the Department, shall comply with the Health

Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR §

- 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

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

In the event of home visitation, it should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have checklist

and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employer of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission on the Contractor with respect to this Agreement or any terms hereof.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the

Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

REIMBURSEMENT

The Department agrees to reimburse the Contractor at a rate of \$ 1,225.00 per month per child enrolled in the Kids Oneida Step Down Program. It is expressly understood that this rate shall be an all-inclusive amount to include all the services in Appendix B. The maximum children at any given time shall be 40.

The per month rate per child may be amended at any time through the Agreement of both parties to reflect actual cost experiences of the Contractor.

Kids Oneida Inc. will attempt to utilize existing insurance coverage for clinical services outlined in Appendix B, prior to paying for clinical Services from their monthly fee.

Appendix B

Covered Service: Assessment Outpatient

Service Description: Neurological, psychiatric, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

Credentials: Licensed Physician, Licensed Psychologist, Licensed or Certified Social Worker/MFT

Covered Service: Medication Trial Outpatient

Service Description: Psychiatric medication trials, medication retrials, monitoring and evaluation on an outpatient basis.

Credentials: Licensed physician or Qualified Health Professional

Covered Service: Psychiatric Reviews/Medication Checks

Service Description: Medication review and check-ins brief reviews by a qualified professional.

Credentials: Licensed Physician, Nurse Practitioner, or RN

Covered Service: Rehabilitation Treatment

Service Description: Intensive Psychiatric Rehabilitation Treatment Service.

Credentials: All licensed DSS, OMH Rehabilitation Programs

Covered Service: Nursing Services

Service Description: Service providing monitoring and education to enrolled clients and family on medication, diagnosis, medical treatment, etc. as directed by a qualified professional

Credentials: RN, LPN

Covered Service: Individual Therapy

Service description: Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client, which focuses on the mental health/behavioral/emotional needs of the client.

Credentials: Licensed/certified Psychologist, Social Worker, MFT, Supervised BA

Covered Service: Individual AODA Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client that focuses on AODA issues/needs of the client.

Credentials: Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

Covered Service: Family Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, Supervised BA

Covered Service: Group Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.

Credentials: Licensed/Certified: Psychologist, Certified Social Worker, MFT, Supervised BA

Covered Service: Group AODA, Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the AODA needs of the clients in the group.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

Covered Service: Special Therapy

Service Description: Non-traditional therapies including art, movement, music

Covered Service: Crisis Intervention and Treatment

Service Description: Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face to face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

Credentials: 1,000 Hours Experience with SED Children

Covered Services: Intensive Assessment/Stabilization Service

Service Description: Intensive, in-home service directed to stabilize a family situation and provide assessment information needed to effectively prevent crisis and eliminate the need for hospital or residential placement, available on a 24 hour a day basis (for a maximum of 30 days).

Credentials: 1,000 Hours Experience with SED Children

Covered Service: In-home Stabilization Follow-up Services

Service Description: Services delivered as a follow-up to covered service "Intensive Assessment/Stabilization Service", which will enable the family to incorporate the necessary skills and strategies to maintain changes made in the intensive phase without additional in-home therapy (for a maximum of 60 days).

Credentials: 1,000 Hours Experience with SED Children

Covered Service: Crisis Assistance

Service Description: Therapeutic planning and support for children and families who are in crisis, including a collateral contact to arrange necessary resources or coordinate services during or after a crisis.

Credentials: 1,000 Hours Experience with SED Children

Covered Service: In-home Treatment

Service Description: Flexible, time limited intensive services provided in the home. In-home services are geared toward families at risk of having a child removed from home and are viewed as one alternative to residential treatment. Services focus on the family as a unit and include; specialized parental skill training, behavior management, family therapy, 24 hour accessibility by the family (as needed), and intensive supervision of family client events.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, or Supervised BA

Covered service: In-home Family Assessment

Service Description: In-home time limited intensive strength and needs based assessment. The assessment will identify individual and family strengths and needs and address the client's place of residence (i.e. home, foster home, etc.) potential for reintegration from out of home/community placement, and safety of all family members. The assessment is designed to protect the family's integrity, and is conducted within the family's cultural context

Covered Service: Evaluation Services

Service Description: Psychological, AODA, and behavioral, pre-admission screenings that are a requirement for evaluation/assessment and treatment planning.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, and CASAC

Covered Service: Therapeutic Community Support

Service Description: Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

Covered Service: Camp

Service Description: All varieties of camp; special interest and general; resident and day.

Covered Service: Reintegration Treatment Services

Service Description: Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of home placement.

Covered Service: Consultation with Other Professionals

Service Description: Consultation by an MS, Ph.D., or MD clinician concerning specific clinical information and identified clinical needs necessary to create an individualized treatment plan. Consultation will always involve face-to-face contact among the consultant, service coordinator, and/or other treatment members.

Credentials: Licensed Physician, Psychologist, Certified Social Worker.

Covered Service: Behavioral Management Services

Service Description: Behavioral strategy program provided to enrolled clients by a trained mental health professional (i.e. Anger Management).

Credentials: Approved

Covered Service: Crisis Respite

Service Description: Special crisis respite provided at an hourly rate for less than 24 hours.

Covered Service: Respite Service

Service Description: Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to and SED child either from within and extended family network or from an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the enrolled client. Respite care can also be provided on an emergency basis.

Credentials: Licensed/Certified Provider

Covered Service: Respite Day Service

Service Description: Respite day care refers to appropriate temporary care (usually for 4 to 6 hours a day), that is provided to an enrolled child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. It is anticipated that this childcare service will range from 10 to 40 hours a month.

Covered Service: Sibling Mentoring

Service Description: Mentoring Services (see Covered Service: Mentoring) provided for a sibling of an enrolled child

Credentials: 1,000 hours experience with SED Children

Covered Service: Teachers Aid

Service Description: A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

Credentials: Trained/Licensed Teacher or Other Qualified Individuals

Covered Service: Parent Aid

Service Description: Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

Covered Service: Tutoring

Service Description: Service provided to assist an enrolled client in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher. Service shall be provided by a certified teacher.

Credentials: Trained /Certified Teacher or other Qualified Individuals

Covered Service: Mentoring

Service Description: Service provides a structured one-to-one relationship or partnership that focused on the needs of the mentored child. It encourages youth to develop to their fullest potential and helps that youth develop a vision for the future. It is anticipated that contact be from 10 to 30 units per month

Credentials: 1,000 Hours of experience with SED Children

Covered Service: Recreation

Service Description: Service provides for recreational/daily activities for the enrolled child or siblings to promote social skills. It is anticipated that contact will be from 10-30 units per month

Covered Service: Life Coach

Service Description: Service provided by a trained individual primarily as a live-in mentor and therapeutic support for an older child in an independent living transitional housing arrangement.

Covered Service: Volunteer Mentoring

Service Description: An enrolled child that has demonstrated the ability and interested in mentoring another enrolled child by sharing his/her experiences and talents in a structured supervised environment. (This service will always be accompanied with Covered Service: Mentoring)

Covered Service: Parent/Family Skills Training Groups

Service Description: Structured group activities designed to increase the ability of families and children to be successful in the community. Training normally involves a curriculum or defined set of experiences that will promote unable learning. Training may or may not include direct involvement of children in the sessions.

Covered Service: Community Supervision

Service Description: Contact by a trained professional designed to monitor specific behavioral objectives or performance on at least a weekly basis. The service should include specific behavioral objectives, time periods, and any crisis capability that are negotiated on a case by case basis. Monitoring of objectives and provision of treatment plan and/or court orders and any assistance may vary depending on the client's performance and level of monitoring needed. It is anticipated that contact will range from 5-25 units per month.

Credentials: 1,000 Experience with SED Children

Covered Services: Rise & Shine Supervision

Service Description: Service provides face-to-face supervision prior to scheduled school day, to enrolled clients with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend School. It is anticipated that contact will be form 5-20 units per month.

Covered Service: Over Night Supervision

Service Description: Provides overnight supervision to ensure safety of an enrolled child.

Covered Service: Child/Family Supervised Visitation

Service Description: Provides monitoring/supervising court order visitation between enrolled child and family members or individually identified by family court judge.

Covered Service: Sibling Recreation

Service Description: Recreation services for the sibling of an enrolled child

Covered Service: Group Recreation

Service Description: Group recreation for one or more enrolled children or siblings

Covered Service: Intensive Supervision

Service Description: A multi-faceted service generally monitoring of curfew, school attendance and behavior, community behavior and conditions of court order for a distinct time period by a trained professional. Intensive supervision begins with a specific behavioral contact negotiated with enrolled client, parents, service coordinator and other interested parties. Contact with the enrollee client shall both monitor these expectations and other assistance, either by phone or in person. The service includes a 24-hour, 7-day week on-call crisis response. It is anticipated that contact of 5 hours of face-to-face or more a week will be required to meet these goals.

Credentials: 1,000 hours of experience with SED children

Covered Service: Supportive Independent Living

Service Description: Provides supported living environments for youths (ages 17-18), who require community intervention and supervision. Also includes teaching independent living skills.

Credentials: 1,000 Hours of experience with SED Children

Covered Service: Supportive Work Environments

Service Description: Provides supportive work environments for youths (ages 14-18), who require intervention and support on the job. Service also includes career planning and job placement.

Covered Service: Transportation

Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.

Covered Service: Discretionary Funds

Service Description: Provides monies for Mentoring and Recreation on a rate of \$ 30.00 per month per enrolled client. Other items of need such as: household supplies/groceries, incentive monies, membership, etc. are required to have prior approval by Kids Oneida.

Covered Service: Discretionary Employment/Supportive Work

Service Description: Wages for Employment opportunities for enrolled children

Covered Service: Discretionary Recreation / Personal

Service Description: Discretionary money for recreation and personal items

Covered Service: Discretionary other Needs

Service Description: other Discretionary Needs

Covered Service: Attendance at Plan of Care Meeting

Service Description: A scheduled face-to-face contact with family team members (service coordinator, client, family members, providers, natural/community resources) for the purpose of reviewing, assessing, planning and identifying needs necessary to create an individualized treatment plan. Plan of Care Meetings are scheduled every ninety (90) days or when deemed appropriate by service coordinator.

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

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Robert J. Roberts III

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Robert J. Roberts III - CEO / EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Robert J. Roberts III

SIGNATURE

11-29-11

DATE

Anthony J. Picente Jr.
County Executive



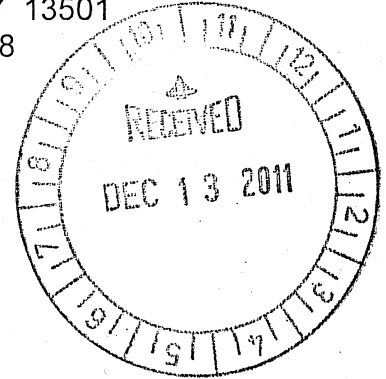
Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 29, 2011

FN 20 11 - 366



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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

The Purchase of Services Agreement with the Oneida County Sheriff's Office ensures an Oneida County Deputy Sheriff is competent and trained in the area of Child Sexual Abuse investigation, to participate at the Child Advocacy Center.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction of perpetrators.

This Agreement is scheduled to become effective January 1, 2012 through December 31, 2012. The total budget of this Agreement is the salary and fringe benefits for one deputy and totals \$ 112,487. the Department of Social Services contributes 80% or \$ 89,989.60 with a local share of 7.88% or \$8,863.97. The Sherriff's Office will contribute 20% of the total local cost equaling \$ 22,497.40.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action at its Board Meeting. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date: 12/13/11

LAS/tms
attachment

11/29/11

21101

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) Deputy from the Oneida County Sheriff's Department to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Provides for participation of a Deputy Sheriff at the Child Advocacy Center. The Advocacy Center allows Oneida County Department of Social Services to:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.
- (2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Oneida County Deputy Sheriff to work with a multidisciplinary team consisting of:

1 Full-Time Rome Police Officer

1 Full-Time Utica Police Officer

1 Child Advocacy Administrator through the District Attorney Office

Total DSS Funding Requested:

Total Cost =		\$ 112,487.00
Funding through Federal, State and DSS =		\$ 89,989.60
Funding through Sheriff Department =		\$ 22,497.40

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: The Department is mandated to investigate instances of alleged abuse or neglect, however the way the Department provides this service is at the Department's discretion and the use of on-site workers to minimize the trauma to the alleged victims is non-mandatory.

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

Federal	38.39 %	\$ 43,183.76
State	33.73 %	\$ 37,941.87
Department of Social Service	7.88 %	\$ 8,863.97
Sheriff's Office	20.00 %	\$ 22,497.40

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Oneida County Sheriff's Office as part of the Child Advocacy Center since 1990. The 2011 total Contract amount was \$108,478 with Department support in the amount of \$ 86,782. The Sheriff's Office has taken on 20% of the total cost of this contract since 2008.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County Sheriff's Office, Law Enforcement Building 6065 Judd Road, Oriskany, New York 13424 (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

Whereas, the Department desires to establish a Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Establish a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Establish a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, the Contractor agrees to provide the Services of a Deputy Sheriff on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center.

The Contractor agrees to have the Deputy stationed on site with the Child Advocacy Center.

The Contractor agrees that the Deputy will perform the following task as part of the Child Advocacy Center.

1. Be responsible for the investigation of the Sexual Abuse Allegations.
2. Interview victims using appropriate techniques agreed upon by the Task Force.
3. Interrogate suspects and possible witnesses, under the direction of the District Attorney.
4. Gather and process evidence on the assigned cases.
5. Work in tandem with the Child Protective Services Caseworkers at the Child Advocacy Center.
6. Participate in all meetings of the Child Advocacy Center and to assist in developing the methods and means by operation of the Task Force.
7. Attend all training, as proposed and established as part of the Child Advocacy Center.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Contractor agrees to comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41CF Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85;

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

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

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

Oneida County Sheriff's Office
Child Advocacy Center Participation

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health

- information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

Page 5 of 10

The Department agrees to Pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the Deputy's Name, salary paid, and fringe, Certified copies of the assigned investigator's official time sheets will be attached to the voucher.

The Department agrees to pay the Contractor 80% of the total Contract amount not to exceed \$89,989.60. The Sheriff's Department will be responsible for the other 20% in the amount of \$22,497.40 with a total contract amount of \$ 112,487 per attached budget. Any time spent by an investigator that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed. Any expenses or financial obligations made by the investigator without the prior approval of the law enforcement coordinator will become the responsibility of the contractor.

The rate of pay and fringe is paid at the currently negotiated Employee Contract and may change upon any future signed Employee Contract. This Contract may be Amended upon receipt of a statement of applicable salary and fringe changes.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual independent audit.

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The term of this agreement is from January 1, 2012 to December 31, 2012 and is subject to re-negotiation within 30 days of the expiration date.

This Agreement can be terminated with a 30 day written notice by either party.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to

Oneida County Sheriff's Office
Child Advocacy Center Participation

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approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

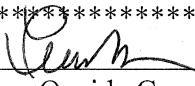
This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____



Oneida County Attorney

Date: _____

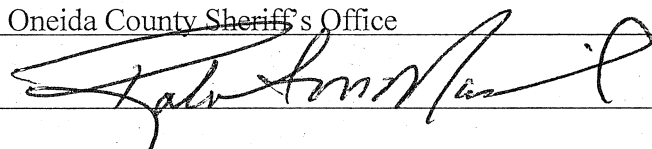
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 11/28/11

Agency: Oneida County Sheriff's Office

Authorized Signature: _____



Print Authorized Name: SHERIFF Robert M. Maciol

Title: _____

Oneida County Sheriff Department
Child Advocacy Center Budget
January 1, 2012 – December 31, 2012

Salaries:

One Investigator	\$ 67,704	
Overtime	\$ 12,046	
Subtotal:		\$ 79,750.00

Fringe Benefits

Soc Sec., W.C., Retire, UI	\$ 16,126	
Health Insurance	\$ 12,711	
Subtotal:		\$ 28,837.00

Other

Uniform Allowance	\$ 600	
Pager Pay	\$ 300	
Vehicle Gas	\$ 3,000	
Subtotal:		\$ 3,900.00

GRAND TOTAL		\$112,487.00
Sheriff's Contribution (20%)		\$ 22,497.40
Net Total – (DSS 80%)		\$ 89,989.60

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

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

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- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

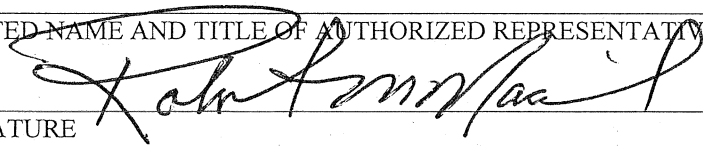
Oneida County Sheriff's Office

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

SHERIFF Robert M. Maciol

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

11/28/11



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

November 18, 2011

FN 20 11 - 367

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

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Office for the Aging and the Resource Center for Independent Living for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this agreement is to \$112,750.00 which is 75% (\$ 84,562.50) State and 25% (\$28,187.50) County funds with no new county dollars involved.

This contract commences January 1, 2012 and terminates December 31, 2012.

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

Sincerely,

A handwritten signature in black ink, appearing to read "m. romano".

Michael J. Romano
Director

MJR/grb
Enc.

Oneida County Department: **Office for the Aging**

Competing Proposal

Only Respondent

Sole Source RFP

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **Resource Center for Independent Living**
Title of Activity or Service: Social Adult Day Care
Proposed Dates of Operation: January 1, 2012 through December 31, 2012
Client Population/Number to be Served: Frail elderly age 60+ with functional impairment

Summary Statements:

1) Narrative Description of Proposed Services.

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

2) Program/Service Objectives and Outcomes.

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

3) Program Design and Staffing Level

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

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

Proposed Funding Source (Federal/State/County): (\$ 112,750.00) ACCT#: A6772.495.116

Federal: \$0 State: 75% (\$84,562.50) County: 25% (\$ 28,187.50)

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

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

Oneida County Department Staff Comments:

**Oneida County Board of Legislators
Contract Summary**

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Title of Activity or Service: Social Adult Day Care
Proposed Dates of Operation: January 1, 2012 through December 31, 2012
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Cost per Client Served: \$60.00 per client per five hour day

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

Oneida County Department Staff Comments:

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

1. STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

2. FISCAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

3. INSURANCE COVERAGE REQUIREMENTS

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

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

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

4. REPORTING REQUIREMENTS

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

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

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

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

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

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

5. GRIEVANCE PROCEDURES

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

6. COORDINATION REQUIREMENTS

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

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

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

7. CONTRACT CANCELLATION

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

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

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

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

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

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

10. COMPLIANCE WITH REGULATIONS

A. The CONTRACTOR agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by contractor and subcontractors. Upon awarding of this contract, and before work commences, the CONTRACTOR will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

The Contractors should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

C. DRUG-FREE WORKPLACE (CONTRACTOR OTHER THAN INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- 1. The Contractor that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
- D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

1607 Genesee Street, Utica, NY 13501

DRUG-FREE WORKPLACE (CONTRACTORS WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the Office.

13. SOCIAL ADULT DAY CARE SERVICES

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

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

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

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

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

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

14. OTHER SPECIFICATIONS

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

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

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

15. REIMBURSEMENT FOR SERVICES

- A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.
- B. The OFFICE agrees to reimburse the CONTRACTOR **\$60.00 per day (\$ 6.00 per ½ hour or \$ 12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day. If additional services are pre-approved by the OFFICE, the following reimbursement schedule will be used: Shopping: \$10.00 per trip, Laundry \$ 4.00/load.
- C. The OFFICE funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.
- D. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2012 and terminate December 31, 2012.

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

CONTRACTOR



Burt Danovitz, Executive Director
Resource Center for Independent Living

November 16, 2011

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING



Michael J. Romano, Director

11/17/11

Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance Process**Filing a Grievance**

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

November 17, 2011

FN 20 11 - 368

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

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/ Office of Continuing Care and the Presbyterian Residential Community, for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this agreement is \$69,000.00, with 75% State (\$51,750.00) and 25% (\$17,250.00) County funds with no new county dollars involved.

This contract will commence January 1, 2012 and terminate December 31, 2012.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Romano".

Michael J. Romano
Director

MJR/grb

Oneida County Department: **Office for the Aging**

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **Presbyterian Residential Community**
Title of Activity or Service: Social Adult Day Care
Proposed Dates of Operation: January 1, 2012 through December 31, 2012
Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services.

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

2) Program/Service Objectives and Outcomes.

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

3) Program Design and Staffing Level

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

Oneida County Department Funding Recommendation: \$ 60.00 /day

Proposed Funding Source (Federal/State/County): \$ 69,000.00 ACCT#: A6772.495.116
Federal: \$0 State: 75% (\$ 51,750.00) County: 25% (\$ 17,250.00)

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

Past Performance Data: The Presbyterian Residential Community has been operating a successful Adult Day Care program for the residents of Oneida County for a number of years.

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between the **PRESBYTERIAN RESIDENTIAL COMMUNITY**, located at 4300 Middle Settlement Road, New Hartford, New York 13413, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as the "**OFFICE**".

WITNESSETH:

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

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

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

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

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

1. STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

2. FISCAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

3. INSURANCE COVERAGE REQUIREMENTS

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

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

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

4. REPORTING REQUIREMENTS

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

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

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

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

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

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

5. GRIEVANCE PROCEDURES

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

6. COORDINATION REQUIREMENTS

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

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

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

7. CONTRACT CANCELLATION

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

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

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

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

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

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

10. COMPLIANCE WITH REGULATIONS

A. The CONTRACTOR agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by contractor and subcontractors. Upon awarding of this contract, and before work commences, the CONTRACTOR will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

The Contractors should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

C. DRUG-FREE WORKPLACE (CONTRACTOR OTHER THAN INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

DRUG-FREE WORKPLACE (CONTRACTORS WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the Office.

13. SOCIAL ADULT DAY CARE SERVICES

- A. The CONTRACTOR agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the OFFICE's 2000 Policy and Procedure Manual.
- B. The CONTRACTOR agrees to provide Social Model Adult Day Services to frail individuals as authorized by the OFFICE and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).
- C. The CONTRACTOR agrees to provide services in Oneida County.
- D. The CONTRACTOR agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:
1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
 2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment.
 3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.
- E. The CONTRACTOR agrees that all participants will receive services only in accordance with an individualized **written** Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

14. OTHER SPECIFICATIONS

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

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

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

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

E. The CONTRACTOR agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

15. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.

B. The OFFICE agrees to reimburse the CONTRACTOR **\$60.00 per day (\$ 6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day. If additional services are pre-approved by the OFFICE, the following reimbursement schedule will be used: Shopping: \$10.00 per trip, Laundry \$ 4.00/load.

C. The OFFICE funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.

D. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2012 and terminate December 31, 2012.

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

CONTRACTOR

Constance M. Guarascio
Constance M. Guarascio, Administrator
Presbyterian Residential Community

11-9-11
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano
Michael J. Romano, Director

11/18/11
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

APPENDIX A

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

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

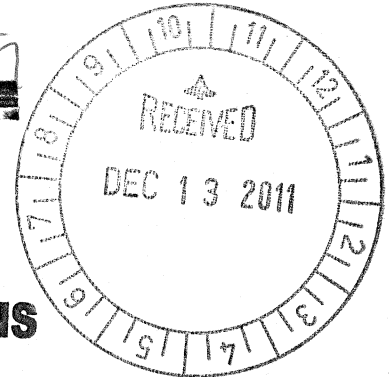
November 18, 2011

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

FN 28 LL 369

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

I am submitting the following Purchase of Service Agreement between the Office for the Aging/Office of Continuing and the greater Mohawk Valley Community and Elderwellness Council, Inc (CEWC) for your review and approval.

The purpose of his agreement is to provide a flexible consumer directed model of service delivery targeting Veterans who are referred to OFA/OCC and are at risk for Nursing Home Placement. This program is funded with Federal dollars with no county dollars involved.

This contract will commence January 1, 2012 and terminate December 31, 2012

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Romano".

Michael J. Romano
Director

MJR/grb
Enc.

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: The Mohawk Valley Community and Elderwellness Council, Inc.

Title of Activity or Service: Veterans Directed Home and Community Based Services Program

To provide Veterans who are at risk for nursing home placement the help they need to remain in the community by offering them more involvement and control over the types of services, supports, and benefits they receive through flexible consumer directed services and goods.

Proposed Dates of Operation: January 1, 2012 - December 31, 2012

Client Population/Number to be Served: Approximately **seventeen** disabled Veterans most at risk for nursing home placement in need of community based long term care services

Summary Statements:

- 1) **Narrative Description of Proposed Services.** To provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.
- 2) **Program/Service Objectives and Outcomes.** To link Veterans with home and community based services and supports, including those supports that help family members and caregivers continue to provide care.
- 3) **Program Design and Staffing Level.** N/A

Total Funding Requested: \$70,000.00

Oneida County Department Funding Recommendation:

Proposed funding Source (Federal/State/County): Account # A6772.495149 Federal 100% (\$ 70,000.00)

Cost per Client Served: Approximately \$4,000.00

Past Performance Data: Third year

Oneida County Department Staff Comments: Program was developed through the Administration on Aging National Pilot - Community Living Program- to create flexible consumer directed long term care.

AGREEMENT

This is an Agreement by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDERWELLNESS COUNCIL, INC. (CEWC)**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica, New York, 13501, hereinafter known as the "**OFFICE**".

WHEREAS, the OFFICE is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

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

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

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

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

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

1. **STANDARD ASSURANCES**

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

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

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

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

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

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

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

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

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

J. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials funded by OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e. "This program is supported with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."). Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep all OFFICE funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

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

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

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

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

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

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

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

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

3. INSURANCE COVERAGE REQUIREMENTS

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

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

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

4. REPORTING REQUIREMENTS

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

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

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

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

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

5. GRIEVANCE PROCEDURES

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

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR agrees to utilize the OFFICE as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

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

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

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

7. CONTRACT CANCELLATION

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

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

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

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

8. NO CLAIM FOR DAMAGES

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

9. COMPLIANCE WITH REGULATIONS

A. The CONTRACTOR agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by contractor or 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 subcontractor in performance of this contract will be delivered

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

The CONTRACTOR should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The CONTRACTOR certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

C. DRUG-FREE WORKPLACE (CONTRACTORS OTHER THAN INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The CONTRACTOR that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the OFFICE in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the OFFICE, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for

such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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:

- A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the OFFICE.

12. **SCOPE OF SERVICES**

- A. The CONTRACTOR agrees to utilize the funds to provide flexible consumer services as part of the budget based plan of care created by the Program Case Coordinator who will develop a flexible consumer directed model of service to allow Veterans to remain in the community.
- B. The CONTRACTOR agrees to maintain accounting services to provide bookkeeping services, financial independent audits and funds for the purchase the required insurance.
- C. The CONTRACTOR agrees to utilize funds though this agreement to subcontract with community agencies of the consumers choosing.
- D. The CONTRACTOR agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the OFFICE.

13. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR in accordance with the terms and conditions of this Agreement and the Title III of the Older Americans Act.
- B. The OFFICE agrees to reimburse the CONTRACTOR for program expenses, with total payments not to exceed seventy thousand dollars (**\$70,000.00**).

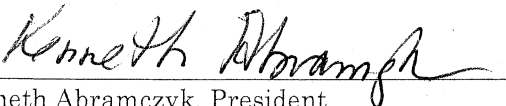
c. The OFFICE grant funds are contingent upon availability of Federal and County of Oneida funding. The Office will reimburse the CONTRACTOR a maximum of seventy thousand dollars **\$70,000.00** (\$67,900.00 Direct Services and \$2,100.00 Administrative Funding) **payable** as specified in the OFA voucher Instructions. The payment schedule will be as follows:

<u>Date</u>	<u>Payment</u>
• Upon execution	\$19,075.00
• April 1, 2011	\$16,975.00
• July 1, 2011	\$16,975.00
• October 3, 2011	\$16,975.00

D. The terms and conditions of this Agreement commence January 1, 2012 terminate December 31, 2012.

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

CONTRACTOR



Kenneth Abramczyk, President
Greater Mohawk Valley Community and Elderwellness
Council, Inc. (CEWC)

10/31/11
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr. County Executive

Date

OFFICE FOR THE AGING



Michael J. Romano, Director

11/18/11
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
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 Institutions of Higher Education and Non-profit Institutions)
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-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 Orientati

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

November 18, 2011

FN 20 11 - 370

PUBLIC HEALTH

WAYS & MEANS



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

Dear Mr. Picente:

I am submitting the following Purchase of Service Agreement between the Office for the Aging/Office of Continuing and the greater Mohawk Valley Community and Elderwellness Council, Inc.(CEWC) for your review and approval.

This project will provide elderly consumers who are eligible to be served through the Consumer Directed Program with a flexible consumer directed model of service delivery. The program will target those most at risk for Medicaid spend downs and Nursing Home Placement. This program is funded with State (75%) and County (25%) dollars with no additional county dollars appropriated.

This contract will commence January 1, 2012 and terminate December 31, 2012

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

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive
Date 12/13/11

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: The Mohawk Valley Community and Elderwellness Council, Inc.

Title of Activity or Service: Community Living Program- To identify individuals who are at risk for Medicaid spend-down and or/ nursing home placement and to help them remain in their community by offering them more involvement and control over the types of services, supports, and benefits they receive through Consumer Directed Budget Base Care Planning.

Proposed Dates of Operation: January 1, 2012 – December 31, 2012

Client Population/Number to be Served: Approximately twenty six elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement

Summary Statements:

- 1) **Narrative Description of Proposed Services.** To provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- 2) **Program/Service Objectives and Outcomes.** To link individuals with home and community based services and supports, including those supports that help family members and caregivers continue to provide care.
- 3) **Program Design and Staffing Level.** N/A

Total Funding Requested: \$70,000.000

Oneida County Department Funding Recommendation:

Proposed funding Source (Federal/State/County): Account # A6774.49599
State 75% (\$ 52,500.00) County 25 % (\$17,500.00)

Cost per Client Served: approximately \$2,600.000 per client

Past Performance Data:

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDERWELLNESS COUNCIL, INC. (CEWC)**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica, New York, 13501, hereinafter known as the "**OFFICE**".

WHEREAS, the OFFICE is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

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

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

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

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

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

1. **STANDARD ASSURANCES**
 - A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.
 - B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."
 - C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

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

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

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

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

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

J. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials funded by OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e. "This program is supported with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."). Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep all OFFICE funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

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

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

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

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

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

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

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

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

3. INSURANCE COVERAGE REQUIREMENTS

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

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

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

4. REPORTING REQUIREMENTS

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

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

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

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

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

5. GRIEVANCE PROCEDURES

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

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR agrees to utilize the OFFICE as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

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

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

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

7. CONTRACT CANCELLATION

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

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

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

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

8. NO CLAIM FOR DAMAGES

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

9. COMPLIANCE WITH REGULATIONS

A. The CONTRACTOR agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by contractor or 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 subcontractor in performance of this contract will be delivered

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

The CONTRACTOR should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The CONTRACTOR certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

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

C. DRUG-FREE WORKPLACE (CONTRACTORS OTHER THAN INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The CONTRACTOR that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the OFFICE in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the OFFICE, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for

such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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:

- A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the OFFICE.

12. **SCOPE OF SERVICES**

- A. The CONTRACTOR agrees to utilize EISEP funds to provide flexible consumer services as part of the budget based plan of care created by the Program Case Coordinator in collaboration with the consumer's primary caregiver.
- B. The CONTRACTOR agrees to maintain accounting services to provide bookkeeping, financial independent audits and funds for the purchase the required insurance.
- C. The CONTRACTOR agrees to utilize funds though this agreement to subcontract with community agencies of the consumer choosing.
- D. The CONTRACTOR agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the OFFICE.

13. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR in accordance with the terms and conditions of this Agreement and the Title III of the Older Americans Act.
- B. The OFFICE agrees to reimburse the CONTRACTOR for program expenses, with total payments not to exceed fifty thousand dollars (**\$50,000.00**).

c. The OFFICE grant funds are contingent upon availability of Federal and County of Oneida funding. The Office will reimburse the CONTRACTOR a maximum of fifty thousand dollars \$50,000.00 (\$48,500.00 Direct Services and \$1,500.00 Administrative Funding) payable as specified in the OFA voucher Instructions. The payment schedule will be as follows:

<u>Date</u>	<u>Payment</u>
• Upon execution	\$ 13,625.00
• April 1, 2011	\$ 12,125.00
• July 1, 2011	\$ 12,125.00
• October 3, 2011	\$ 12,125.00

D. The terms and conditions of this Agreement commence January 1, 2012 and terminate December 31, 2012.

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

CONTRACTOR

Kenneth Abramczyk
Kenneth Abramczyk, President
Greater Mohawk Valley Community and Elderwellness
Council, Inc. (CEWC)

10/31/11
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr. County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano
Michael J. Romano, Director

11/18/11
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
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 Institutions of Higher Education and Non-profit Institutions)
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-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 Orientati

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

FN 20 11-371



November 18, 2011

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Attached are four (4) copies of an amendment between Oneida County through its Health Department and Health Research, Inc. (HRI)

The Cancer Services Program has been awarded additional funding in the amount of \$13,181 due to standards that have been met in contract year June 30, 2011 through June 29, 2012. (Total grant is \$58,650) Funding will provide for early detection of breast and cervical cancer to women under the age of 40, ages 41 to 64 including women 65 and older who are uninsured or underinsured. The additional monies are 100% federally funded.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle D. Jones".

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

attachments
ry

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is a horizontal line.
Anthony J. Picente, Jr.
County Executive
Date 12/13/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

NAME AND ADDRESS OF VENDOR: Health Research, Inc.
Riverview Center
150 Broadway – Suite 560
Menands, New York 12204

VENDOR CONTACT PERSON: Heather Elden, Contract Administrator

SUMMARY STATEMENTS: The following is a summary of eligibility requirements of the Cancer Services Program: Women and men whose permanent or principal home in New York State are eligible for the Cancer Services Program; men who may be at a high risk for breast cancer based on a personal or family history of breast cancer currently experiencing symptoms of breast cancer and meet all eligibility criteria may be enrolled; women ages 18 to 39 who are found to be at high risk for or who have clinically significant findings for breast cancer may be eligible for cancer services; persons living at or below 250% of the current Federal Poverty Guidelines will also be eligible for services and persons uninsured or underinsured meeting eligibility requirements will also be served through this grant.

PREVIOUS CONTRACT YEAR: June 30, 2010 through June 29, 2011

TOTAL: \$51,468

THIS CONTRACT YEAR: June 30, 2011 through June 29, 2012

TOTAL: *

***This amendment is for additional funding in the amount of \$13,181. Total contact for June 30, 2011 through June 29, 2012 is \$58,650.**

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

FUNDING SOURCE: A4090.495 A3451

Less Revenues: _____

Federal Funds (HRI) \$13,181

County Dollars – Previous Contract \$ -0-

County Dollars – This Contract \$ -0-

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

DATE: November 18, 2011

ONEIDA COUNTY HEALTH DEPARTMENT

A Oneida County Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

FN 20 11 - 372

November 29, 2011

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

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

Re: T-027715
Diagnostic and Treatment Center

The New York State Health Department is providing \$4,238.46 through a T-contract. This additional funding will allow the Oneida County Health Department – Diagnostic and Treatment Center to purchase laptop computers, medical card scanners and associated software for use in immunization and other clinics for the purpose of effectively collecting and using third-party billing information to obtain reimbursement.

In light of the current situation, in the event we are unable to use the equipment, the equipment can be auctioned on E-Bay as the equipment is the property of the Oneida County Health Department.

The term of this contract will commence on November 1, 2011 and remain in effect through December 31, 2011 in the amount of \$4,238.46. Attached are five (5) copies of the contract for your signature to include notary. This contract is being forwarded to you for approval after the commencement date as the contract was received on November 28, 2011.

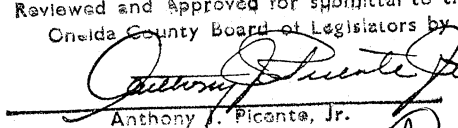
If this contract meets with your approval, please forward to the Board of Legislators. Should you have any questions or concerns, please feel free to contact me at 798-5220.

Sincerely,


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

attachments
ry

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


Anthony J. Picente, Jr.
County Executive

Date 12/13/11 

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Office of Public Health Practice
ARRA Immunization Billing Grant
821 Corning Tower
Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Patrice Bogan, Director of Diagnostic & Treatment

SUMMARY STATEMENTS: The New York State Department of Health is providing funding through a "T-contract", for the purchase of laptop computers, medical card scanners and associated software use in immunization and other clinics for the purpose of effectively collecting and using third-party billing information to obtain reimbursement. This funding is not available for any other purchase and the equipment must be used for this purpose.

PREVIOUS CONTRACT YEAR: New Contract

TOTAL:

THIS CONTRACT YEAR: November 1, 2011 through December 31, 2011

TOTAL: \$4,238.46

 X NEW RENEWAL AMENDMENT

FUNDING SOURCE: A4012. *

Less Revenues: _____ **

Federal Funds: \$ 4,238.46

State Funds: \$ ***

County Dollars – Previous Contract New Contract

County Dollars – This Contract \$ -0-

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

DATE: November 29, 2011

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

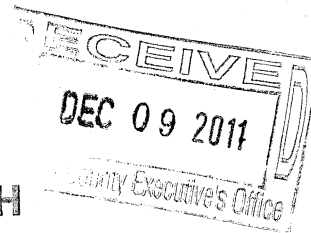
ADMINISTRATION

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

December 6, 2011

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

FN 20 11-373



PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

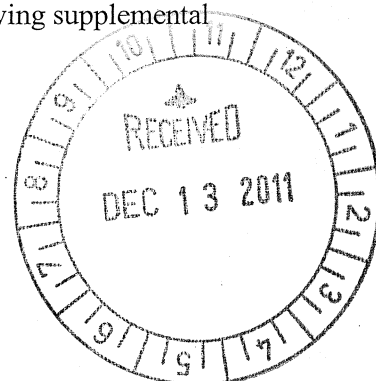
The *Women, Infants, and Children (WIC) Program* is a grant funded program that provides services to income eligible clients which are found to be at nutritional risk.

On December 5, 2011 we were informed that the Oneida County WIC program will be receiving the annual cost of living adjustment (COLA) as outlined in Chapter 57, Laws of 2006. This COLA will amount to 8.02% of our 2010-11 contract or \$97,356.

We are requesting that these funds be used to support the WIC Nutrition Technician position (#937) which is listed as unfunded for the county's 2012 fiscal year. The remaining monies will be used to enhance the support necessary to provide services as directed by the State WIC Program.

In anticipation of receipt of these funds, the Health Department is requesting the following supplemental appropriation for the 2012 fiscal year.

To:	A4082.101 – Salaries.....	\$24,776
	A4082.495 – Other Expenses.....	51,875
	A4082.810 – Retirement.....	5,203
	A4082.830 – Social Security.....	1,895
	A4082.840 – Workers Compensation.....	545
	A4082.850 – Unemployment Insurance.....	62
	A4082.860 – Health Insurance.....	13,000
	Total:	\$97,356



This appropriation will be supported by revenue in A4482 Federal Aid – WIC for \$97,356. Please request the Board to act on the above-mentioned at their earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

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

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

Anthony J. Picente, Jr.
County Executive

Date: 12/13/11



cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator



Office of the Sheriff

County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff

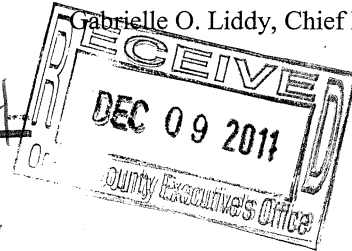
Jonathan G. Owens, Chief Deputy

Gabrielle O. Liddy, Chief Deputy

October 17, 2011

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

FN 20 11 - 374



PUBLIC SAFETY

WAYS & MEANS

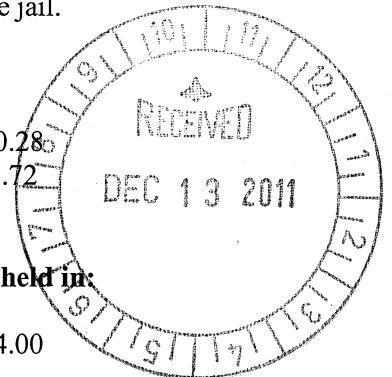
Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP) for FY 2011. See the attached awards announcement. The County has a contract with Justice Benefits, Inc. to prepare the application for inmates meeting certain criteria that must be retrieved from our inmate database and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose. The FY 2011 grant funds will be used to upgrade the security camera system in the jail.

The FY 2011 grant award is \$18,274. Justice Services Inc. is entitled to a commission of 22% of the award. The remaining funds will be used to upgrade the security camera system in the jail.

The Supplemental Appropriation request is as follows:

Increase: A3110.1951 Fees/Service \$4,020.28
A3150.493 Jail- Maintenance, Repair, Service Contracts \$14,253.72



These supplemental appropriations will be fully supported by revenue currently held in:

Increase: A4250 Federal Aid-Alien Assistance \$18,274.00

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,

Handwritten signature of Robert M. Maciol

Robert M. Maciol, Sheriff

Cc: Tom Keeler, Budget Director

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

Handwritten signature of Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 12/13/11

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

Artessa, Joseph M

From: Michael Moore <mmoore@unificare.com>
Sent: Friday, September 30, 2011 3:48 PM
To: Artessa, Joseph M
Subject: Oneida SCAAP Award

Joe

As you may have heard the 2011 SCAAP awards have been announced (<http://www.ojp.usdoj.gov/BJA/grant/11SCAAPAwards.pdf>).

I am pleased to inform you that Oneida County was awarded \$18,274 this year.

In the next few weeks you will receive official notification from DOJ along with the drawdown process.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mike Moore
Sr. Vice President
Justice Benefits, Inc.
703 288 0029
mmoore@unificare.com

	Nevada Department of Corrections	\$2,590,075.00
NY	Chautauqua County	\$1,078.00
	County Of Schenectady	\$57,403.00
	County of Albany	\$37,324.00
	County of Broome	\$28,975.00
	County of Cayuga	\$6,043.00
	County of Chemung	\$7,797.00
	County of Columbia	\$10,219.00
	County of Dutchess	\$14,076.00
	County of Erie	\$37,380.00
	County of Franklin	\$32,186.00
	County of Fulton	\$4,906.00
	County of Genesee	\$1,499.00
	County of Herkimer	\$14,014.00
	County of Jefferson	\$1,295.00
	County of Livingston	\$8,823.00
	County of Madison	\$1,053.00
	County of Monroe	\$21,465.00
	County of Niagara	\$13,656.00
	County of Oneida	\$18,274.00
	County of Onondaga	\$24,574.00
	County of Ontario	\$19,226.00
	County of Orange	\$162,416.00
	County of Oswego	\$499.00
	County of Rensselaer	\$17,079.00
	County of Rockland	\$497,329.00
	County of Steuben	\$391.00
	County of Ulster	\$6,524.00
	County of Warren	\$8,256.00
	County of Wayne	\$7,451.00
	County of Yates	\$1,084.00
	Essex County	\$2,912.00
	Nassau County	\$2,532,397.00
	New York City	\$12,366,801.00
Putnam County	\$85,598.00	
St. Lawrence County	\$3,825.00	
State of New York	\$18,560,857.00	
Suffolk County	\$2,267,597.00	
Westchester County	\$958,297.00	
Wyoming, County of	\$1,724.00	
OH	County of Butler	\$73,220.00
	County of Clermont	\$9,634.00
	County of Defiance	\$309.00
	County of Fulton	\$3,615.00
	County of Greene	\$11,746.00
	County of Henry	\$918.00
	County of Lucas	\$12,803.00
	County of Montgomery	\$9,508.00
	County of Summit	\$11,833.00
	Cuyahoga County	\$31,060.00
	Erie County	\$845.00
	Licking County	\$609.00



Office of the Sheriff

County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff

Jonathan G. Owens, Chief Deputy

Gabrielle O. Liddy, Chief Deputy

December 6, 2011

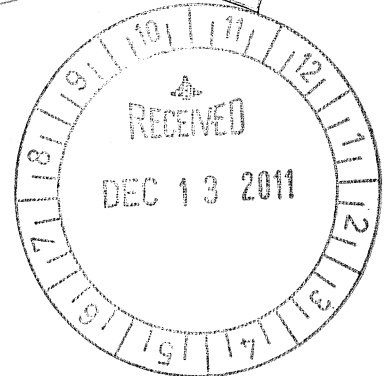
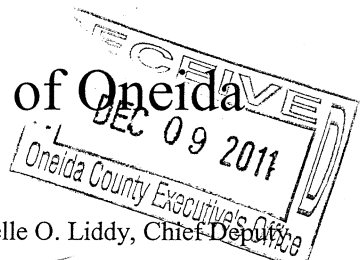
FN 20

11-375

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

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

In the 2011 Sheriff's adopted budget, money was set aside for a purchase of a commercial dishwasher and was placed in account A3150.295. In the 2012 Adopted Budget, there is a capital project for a comprehensive repair in the kitchen area of the Correctional Facility. I would like to request the 2011 budget for the dishwasher be transferred to the Capital Projects fund as part of the project.

<u>Transfer from Expense Account</u>	<u>Amount</u>
A3150.295 Other Equipment	\$75,000

<u>Transfer to Expense Account</u>	<u>Amount</u>
A9950.9 Transfer to Capital Account	\$75,000

I also would like to amend **Capital Project H-458 Sherriff Comprehensive Correctional Facility Improvements** to reflect this transfer:

	<u>Current</u>	<u>Change</u>	<u>Amended</u>
Bonding	\$332,311	\$ 0	\$332,311
Direct Appr	<u>\$ 0</u>	<u>\$75,000</u>	<u>\$ 75,000</u>
Total	\$332,311	\$75,000	\$407,311

If I can be of further assistance, please feel free to contact me. Thank you for your cooperation.

Sincerely,

Robert M. Maciol,
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Cc: Tom Keeler, Budget Director

Date 12/13/11

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
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Fax (315) 765-2327

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



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax (315) 798-5603

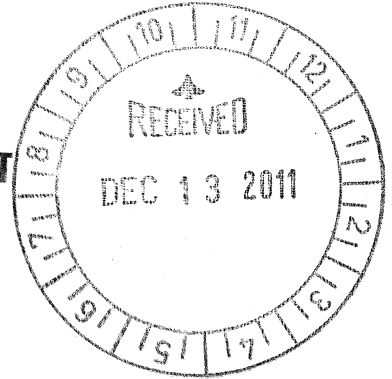
ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

LINDA M.H. DILLON
COUNTY ATTORNEY

November 30, 2011

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

FN 20 11 - 376
**ECONOMIC DEVELOPMENT
& TOURISM**




WAYS & MEANS

Re: Convention & Visitors Bureau

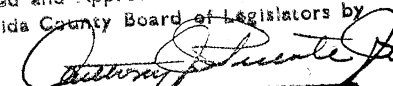
Dear Mr. Picente:

Enclosed is proposed contract with the Bureau for the period of October 2011 through September 2012. If this meets with your approval, please forward it to the Board of Legislators for approval.

Very Truly Yours


Harris J. Samuels
Assistant County Attorney

Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 12/13/11

IN WITNESS WHEREOF, the parties herein have hereunto set their hands
and seals the day and year first above written.

COUNTY OF ONEIDA

By _____
ONEIDA COUNTY EXECUTIVE

**CONVENTION & VISITORS BUREAU FOR
ONEIDA COUNTY, INC.**

By _____

**Approved as to form
Oneida County Attorney**

HARRIS J. SAMUELS, ESQ.

Griffiss International Airport

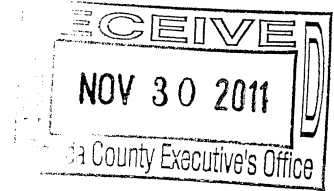
592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568



ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

FN 20 11-377



AIRPORT

November 28, 2011

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

WAYS & MEANS

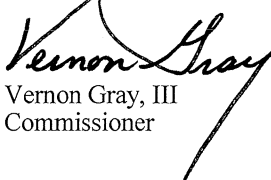
Dear Mr. Picente:

Building 100 is currently having some improvements done to it including a solar wall. The solar wall qualifies for a fifty percent reimbursement from the New York State Research and Development Association (NYSRDA). This reimbursement will reduce the county cost in this project. Unfortunately, this revenue was never included in the original project so it is now necessary to amend the project to reflect this revenue.

I therefore request your Board approval for an amendment to **Capital Project H-408 –Griffiss Airfield- Building 100 Renovations.**

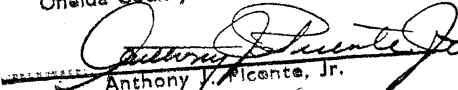
	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Bonds.....	\$6,820,000.	\$ +,000.	\$6,820,000
State Aid - NYSRDA	\$ 00.	\$ +297,172.	\$ 297,172
TOTAL:.....	\$6,820,000.	\$ +297,172.	\$ 7,117,172.

Respectfully submitted,

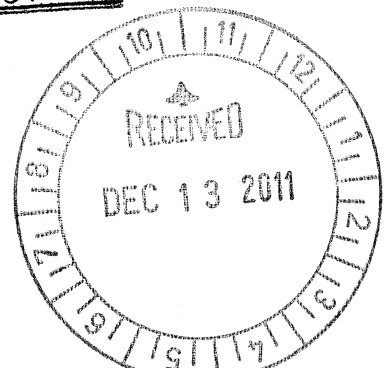

Vernon Gray, III
Commissioner

WVG:dmm
Attach.
CC: County Attorney
Comptroller
Budget Director

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


Anthony J. Picente, Jr.
County Executive

Date 12/13/11



Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa

Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde
Mary Bowee

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

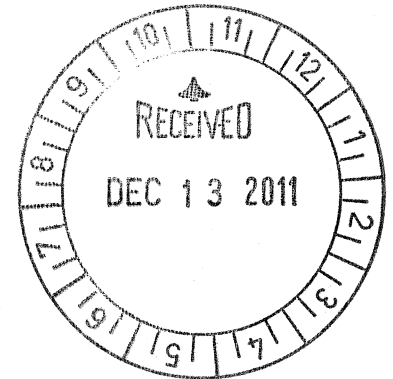
Phone: (315) 798-5790 ♦ Fax: (315) 798-6440

December 1, 2011

FN 20 11 - 378

INTERNAL AFFAIRS

WAYS & MEANS



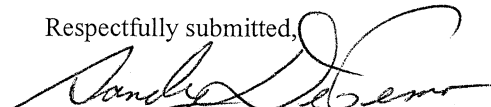
Hon. Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica NY 13501

RE: Local Government Records Management Improvement Fund (LGRMIF) Grant

Dear County Executive ^{Jr.} Picente:

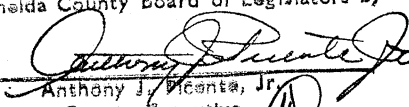
I am requesting consideration and approval by the Board of Legislators for an agreement between the County of Oneida and the New York State Education Department for the receipt of a LGRMIF Grant in the amount of \$70,000. A computer/software system through Info Quick Solutions Inc. is currently being utilized by the Oneida County Clerk's Office. This system encompasses a digital/image filing system. During this grant cycle the Oneida County Clerk's Office plans on increasing the capacity of its existing digital/image filing system to encompass the years 1974 to 1982 of land documents. Through this grant the Oneida County Clerk's Office will now be able to provide a continuation in the expansion of our existing system to allow 37 years of imaged records to be accessible to the public.

Respectfully submitted,

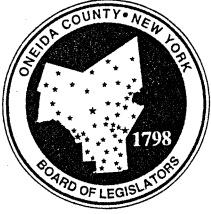

Sandra J. DePerno
Oneida County Clerk

Cc: Gerald Fiorini, Chairman of the Board
David Wood, Majority Leader
Patricia Hudak, Minority Leader
Michael Waterman, Chair Internal Affairs Committee
Thomas Keeler, Budget Director

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


Anthony J. Picente, Jr.
County Executive

Date 12/13/11



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

FN 20 11-379

December 9, 2011

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

WAYS & MEANS

Honorable Members:

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

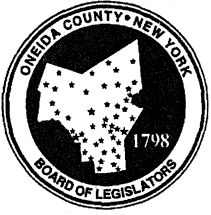
I hereby refer this matter to the Ways & Means Committee with the request that said legislation be acted upon by the full Board of Legislators at the meeting of **December 28, 2011.**

Respectfully submitted,

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

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp



ONEIDA COUNTY BOARD OF LEGISLATORS

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

December 5, 2011

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

Dear Chairman Fiorini:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Les Porter". The signature is stylized with a large, sweeping flourish that extends to the left.

Les Porter
Legislator, 6th District
Member, NYSDEC Fish & Wildlife Board

Dated 11/30/11

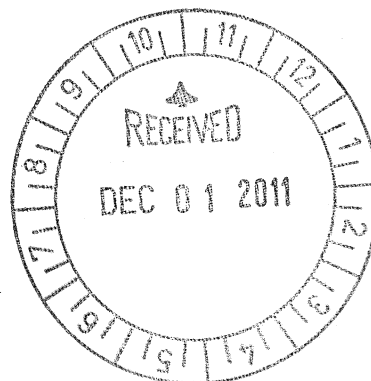
We, the undersigned Republican members of the Oneida County Board of Legislators, hereby petition and designate the Rome Daily Sentinel as the official newspaper representing the Republican Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2012.

Jim Draper
Geoff Dierin
Yun E. King
Dale Wood

FN 20 11 - 380

WAYS & MEANS

Emil R. Paparella
John J. LaFolter
Brian Miller
Roger
John Laak
Pat H. Brennan
Michael Montano
Hansel Lopez
Edna P. Vels





ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

December 7, 2011

FN 20 11 - 381

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

WAYS & MEANS

Honorable Members:

Pursuant to an agreement between the Board of Legislators and the Utica Common Council with respect to appointments to the Water Board, I hereby submit the name of **Bruce Brodsky**, 1109 Matthews Avenue, Utica for re-appointment to the Upper Mohawk Valley Regional Water Board for a three year term to begin January 1, 2012 and expiring on December 31, 2014.

I request that this be considered at the meeting of **December 28, 2011**.

Respectfully submitted,


GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp
Attachment

Cc: Mr. Brodsky, Appointee
Mr. Bescher, Executive Director, MV Regional Water Authority



**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

December 12, 2011

FN 20 11 - 342

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

INTERNAL AFFAIRS

WAYS & MEANS

Dear Tony:

As you are aware, Oneida County offers employees the opportunity to participate in a Deferred Compensation Plan to supplement their retirement. Oneida County adopts the New York State Model Plan, as the Plan offered.

The NYS Deferred Compensation Board notified us that the Model Plan has been amended. This will require Oneida County to amend our plan to remain in compliance with IRS regulations and the Rules and Regulations of the NYS Deferred Compensation Board. We are also required to complete the appropriate filings with the NYS Deferred Compensation Board no later than December 31, 2011.

The Oneida County Deferred Compensation Committee met on December 12, 2011 and passed a resolution to Amend and Restate the Model Plan, a copy of which is attached. The Oneida County Board of Legislature must also pass a resolution amending our plan. I would ask that you request the Board of Legislature to act on this matter at the **Board meeting of December 28, 2011**. This will provide for time to complete the required filing by December 31, 2011.

Thank you for your attention.

Sincerely,

John P. Talerico
Chairman, Deferred Compensation Committee

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

Anthony J. Picente, Jr.
County Executive
Date 12/12/11

CC: L Dillon
A Carvelli
T Keeler

**Deferred Compensation Committee Resolution
to Amend and Restate the Model Plan**

WHEREAS, the New York State Deferred Compensation Board (the "*Board*"), pursuant to Section 5 of the New York State Finance Law ("*Section 5*") and the Regulations of the New York State Deferred Compensation Board (the "*Regulations*"), has promulgated the Plan Document of the Deferred Compensation Plan for Employees of Oneida County (the "*Model Plan*") and offers the Model Plan for adoption by local employers;

WHEREAS, Oneida County, pursuant to Section 5 and the Regulations, has adopted and currently administers the Model Plan known as the Deferred Compensation Plan for Employees of Oneida County

WHEREAS, effective December 7, 2007 the Board amended the Model Plan to adopt provisions

- Expanding the eligibility for unforeseeable emergency withdrawals
- Permitting law enforcement officers, firefighters, members of a rescue squad or ambulance crew who have retired for service or disability to request a plan distribution of up to \$3,000 annually to pay for health insurance or qualified long-term care premiums for themselves, their spouse or dependents.
- Permitting a beneficiary who is not the spouse of the deceased Participant to transfer their Plan account directly to an IRA.
- Permitting a Participant who is eligible for a distribution to rollover all or a portion of their Plan account to a Roth IRA.

WHEREAS, the Board has offered for adoption the amended and restated Model Plan to each Model Plan sponsored by a local employer in accordance with the Regulations; and

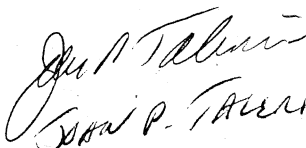
WHEREAS, upon due deliberation, Oneida County has concluded that it is prudent and appropriate to amend the Deferred Compensation Plan for Employees of Oneida County by adopting the amended Model Plan.

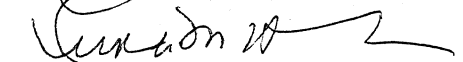
NOW, THEREFORE, BE IT

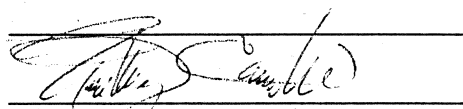
RESOLVED, that Oneida County hereby amends the Deferred Compensation Plan for Employees of Oneida County by adopting the amended Model Plan effective December 7, 2007, in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned have executed this Resolution in Oneida, New York this Dec. 12, 2011 and directed that it be filed as appropriate.


Thomas B. Koole


John P. Taurino


LINDA M.H. DILLON


ANTHONY CAVELLI

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY:
2ND BY:**

**RE: RESOLUTION TO AMEND AND RESTATE THE MODEL DEFERRED
COMPENSATION PLAN**

WHEREAS, The New York State Deferred Compensation Board (the "*Board*"), pursuant to Section 5 of the New York State Finance Law ("*Section 5*") and the Regulations of the New York State Deferred Compensation Board (the "*Regulations*"), has promulgated the Plan Document of the Deferred Compensation Plan for Employees of Oneida County (the "*Model Plan*") and offers the Model Plan for adoption by local employers;

WHEREAS, Oneida County, pursuant to Section 5 and the Regulations, has adopted and currently administers the Model Plan known as the Deferred Compensation Plan for Employees of Oneida County

WHEREAS, Effective December 7, 2007 the Board amended the Model Plan to adopt provisions

- Expanding the eligibility for unforeseeable emergency withdrawals
- Permitting law enforcement officers, firefighters, members of a rescue squad or ambulance crew who have retired for service or disability to request a plan distribution of up to \$3,000 annually to pay for health insurance or qualified long-term care premiums for themselves, their spouse or dependents.
- Permitting a beneficiary who is not the spouse of the deceased Participant to transfer their Plan account directly to an IRA.
- Permitting a Participant who is eligible for a distribution to rollover all or a portion of their Plan account to a Roth IRA.

WHEREAS, The Board has offered for adoption the amended and restated Model Plan to each Model Plan sponsored by a local employer in accordance with the Regulations; and

WHEREAS, Upon due deliberation, Oneida County has concluded that it is prudent and appropriate to amend the Deferred Compensation Plan for Employees of Oneida County by adopting the amended Model Plan, now, therefore, be it hereby

RESOLVED, That Oneida County amends the Deferred Compensation Plan for Employees of Oneida County by adopting the amended Model Plan effective December 7, 2007, in the form attached hereto as "Exhibit A".

APPROVED:

DATED:

Adopted by the following v.v. vote:

AYES _____ NAYS _____ ABSENT _____

Plan Document

for the

**DEFERRED COMPENSATION PLAN
FOR EMPLOYEES OF
ONEIDA COUNTY**

(Amended and Restated as of the December 7, 2007)

**Deferred Compensation Plan
for Employees of
Oneida County
Plan Document**

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**Deferred Compensation Plan
for Employees of
Oneida County
Plan Document**

PURPOSE

The purpose of the Plan is to encourage Employees to make and continue careers with the Employer by providing Employees with a convenient way to save on a regular and long-term basis and thereby provide for their retirement as set forth herein. The Employer adopted this Plan by complying with the procedures set forth in the Regulations.

A Participant's benefit under the Plan is limited to the Plan Benefit, and the value of the Plan Benefit will depend upon the investment results achieved by the Investment Options in which the Participant chooses to invest. Each Participant shall be 100 percent vested at all times in his or her Plan Benefit in accordance with the terms of the Plan.

In accordance with Section 457 of the Code, all amounts of Compensation deferred or contributed under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, and all other property and rights are held in trust for the exclusive benefit of Participants and their Beneficiaries and Alternate Payees pursuant to the Trust Agreement.

The Plan and the Trust Agreement are intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code, and shall be construed and administered accordingly. To the extent that any term of the Plan is inconsistent with the provisions of Section 457 of the Code applicable to governmental employers, the inconsistent term shall, to the fullest extent possible, be treated for all purposes of the Plan as amended or reformed to conform to the applicable provisions of Section 457 of the Code.

Except as otherwise provided herein, this amendment and restatement of the Plan is effective as of the Effective Date.

SECTION 1 DEFINITIONS

When used herein, the following terms shall have the following meanings:

- 1.1 “Account” means each separate account established and maintained for an Account Participant under the Plan, including, as applicable, each Before-Tax Deferral Account, Roth Account (if applicable), Rollover Account, Alternate Payee Account and Beneficiary Account.
- 1.2 “Account Participant” means each Participant, Beneficiary, Surviving Spouse, Alternate Payee or other individual with an Account.
- 1.3 “Administrative Service Agency” means an Administrative Service Agency as defined in the Regulations selected by the Committee to provide services in respect of the Plan.
- 1.4 “Alternate Payee” means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the Plan Benefit with respect to such Participant.
- 1.5 “Alternate Payee Account” means the Account established for an Alternate Payee pursuant to a Qualified Domestic Relations Order.
- 1.6 “Amounts Deferred or Contributed” means the aggregate of Compensation deferred or contributed by a Participant pursuant to Sections 3.1 and 3.2, including Before-Tax Deferrals and Roth Contributions (if applicable).
- 1.7 “Before-Tax Deferral Account” means the Account or Accounts established under the Plan to record a Participant’s Before-Tax Deferrals, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Before-Tax Deferrals may also be referred to as a Before-Tax Deferral Account.
- 1.8 “Before-Tax Deferrals” means that part of a Participant’s Compensation which is deferred into the Plan and is not includable in the Participant’s taxable income which, in the absence of a Participant’s election to defer such Compensation under Section 3.1, would have been paid to the Participant and would have been includable in the Participant’s taxable income.
- 1.9 “Beneficiary” means the beneficiary or beneficiaries designated by a Participant or Surviving Spouse of a Participant pursuant to Section 9 to receive the amount, if any, payable under the Plan upon the death of such Participant or Surviving Spouse.
- 1.10 “Beneficiary Account” means the Account established for a Beneficiary in accordance with Section 6.2.

1.11 “Business Day” means, subject to Section 4.4(b), any day (measured in accordance with State time) on which the New York Stock Exchange is open for the trading of securities.

1.12 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended, and the applicable Treasury Regulations and rulings thereunder. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.13 “Committee” means the Deferred Compensation Committee appointed by the Employer in accordance with the Regulations to act on behalf of Employer to administer the Plan.

1.14 “Compensation” means:

(a) all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay that is includible in the Employee’s gross income for each Plan Year under the Code;

(b) any differential wage payments defined in Code Section 3401(h)(2) pursuant to the HEART Act; and

(c) any accumulated sick pay, accumulated vacation pay and back pay paid to a Participant by his or her Employer, provided that such accumulated sick pay, accumulated vacation pay and back pay is received by the Plan in accordance with the timing requirements of the Treasury Regulations promulgated under Section 457 of the Code.

1.15 “Distributee” means (a) an Employee or former Employee, (b) the Surviving Spouse of an Employee or former Employee and (c) the spouse or former spouse of an Employee or former Employee, but only to the extent such spouse or former spouse is an Alternate Payee under a Qualified Domestic Relations Order and only with regard to the interest of such spouse or former spouse.

1.16 “Distribution Waiting Period” means 45 days following a Participant’s Severance from Employment, or, to the extent that the Committee has designated a different Distribution Waiting Period under Section 8.1(e) of Schedule A, the Distribution Waiting Period as set forth in Section 8.1(e) of Schedule A.

1.17 “Earliest Retirement Date” means the earlier of (a) the date on which the Participant Severs from Employment or (b) the date the Participant attains age 50.

1.18 “Effective Date” means _____.¹

1.19 “Eligible Retirement Plan” means:

(a) an individual retirement account described in Section 408(a) of the Code;

¹ Insert the date upon which the Employer adopted this amended and restated Plan. The Employer should delete this footnote from the adopted Plan document.

- (b) an individual retirement annuity described in Section 408(b) of the Code;
- (c) a qualified trust under Section 401(a) or 401(k) of the Code;
- (d) an annuity contract or custodial account described in Section 403(b) of the Code;
- (e) an eligible deferred compensation plan described in Section 457 of the Code that is maintained by a state, political subdivision of a state, any agency or instrumentality of a state or political subdivision of a state; and
- (f) a Roth IRA.

1.20 “Eligible Rollover Distribution” means all or any portion of the balance of the Plan to the credit of a Distributee or a Beneficiary of a Participant, except that an Eligible Rollover Distribution shall not include (a) any distribution that is (i) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s Beneficiary or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code, or (c) any distribution due to an Unforeseeable Emergency.

1.21 “Employee” means any individual who receives Compensation for services from the Employer, including any elected or appointed officer or employee of the Employer, and any employee who is included in a unit of employees covered by a negotiated collective bargaining agreement that specifically provides for participation in the Plan. An Employee shall not include an independent contractor, a consultant or any other individual classified by the Employer as not eligible to participate in the Plan.

1.22 “Employer” means _____.²

1.23 “Enrollment Date” means, with respect to an Employee who is eligible to enroll or be enrolled in the Plan, any payroll date on which such Employee receives Compensation, or such other date or dates as the Administrative Service Agency may establish either in lieu of, or in addition to, such dates.

1.24 “Financial Organization” means a Financial Organization as defined in the Regulations selected by the Committee to provide services in respect of the Plan.

1.25 “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008.

1.26 “Includible Compensation” means “includible compensation” as defined in Section 457(e)(5) of the Code.

² Insert the name of the Public Employer adopting this amended and restated Plan. The Employer should delete this footnote from the adopted Plan document.

1.27 “Investment Fund” means each of the investment funds made available by the Committee through the Plan in accordance with Section 6.5(b).

1.28 “Investment Option” means each of the Investment Funds and each other investment option made available by the Committee through the Plan in accordance with Section 6.5(b).

1.29 “Loan Grace Period” means 90 days following the due date of a Participant’s scheduled repayment of his or her Plan loan, or, to the extent that the Committee has designated a shorter Loan Grace Period under Section 7.3(f) of Schedule A, the Loan Grace Period as set forth in Section 7.3(f) of Schedule A.

1.30 “Maximum Annual Number of Partial Distributions” means twelve partial lump sum payments per Plan Year, or, to the extent that the Committee has designated a different Maximum Annual Number of Partial Distributions under Section 8.1(c)(i) and (iii) of Schedule A, the Maximum Annual Number of Partial Distributions as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.31 “Minimum Installment Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Installment Amount under Section 8.1(c) of Schedule A, the Minimum Installment Amount as set forth in Section 8.1(c) of Schedule A.

1.32 “Minimum Lump Sum Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Lump Sum Amount under Section 8.1(c)(i) and (iii) of Schedule A, the Minimum Lump Sum Amount as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.33 “Normal Retirement Age” means any age designated by a Participant within the following parameters: (i) beginning (A) no earlier than the earliest age at which the Participant has the right to retire under the basic pension plan, if any, in which the Participant participates in connection with his or her service to the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in such basic pension plan or, (B) in the case of a Participant who does not participate in such basic pension plan, no earlier than age 65, and (ii) ending no later than age 70½. Notwithstanding the previous sentence, a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding anything in the Plan to the contrary, a Participant’s designation of a Normal Retirement Age shall not control the date that payment of such Participant’s benefits shall commence pursuant to Section 8.

1.34 “Participant” means an Employee or former Employee who is not deceased and who has an Account or Rollover Account under the Plan.

1.35 “Participation Agreement” means an agreement in writing or in such other form approved by the Committee, pursuant to which the Employee elects to reduce his or her Compensation for future Enrollment Dates and to have amounts deferred or contributed into the Plan on his or her behalf in accordance with the terms of the Plan.

1.36 “Plan” means the Deferred Compensation Plan for Employees of the Employer, as the same may be amended from time to time.

1.37 “Plan Benefit” has the meaning set forth in Section 6.5.

1.38 “Plan Year” means the calendar year.

1.39 “Qualified Domestic Relations Order” means any judgment, decree or order, including, approval of a property settlement agreement, that has been determined by the Administrative Service Agency to meet the requirements of a qualified domestic relations order within the meaning of Section 414(p) of the Code.

1.40 “Qualified Roth Contribution Program” means a qualified Roth contribution program as defined in Section 402A of the Code.

1.41 “Regulations” means the rules and regulations promulgated by the Deferred Compensation Board of the State of New York pursuant to Section 5 of the State Finance Law, as the same may be amended from time to time.

1.42 “Required Beginning Date” means April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 70½, or (b) Severs from Employment.

1.43 “Review Committee” means the committee designated to review claims to rights or benefits under the Plan in accordance with Section 11.8 and requests for Unforeseeable Emergency withdrawals under Section 7.

1.44 “Rollover Account” means the Account or Accounts established and maintained in respect of a Participant or a Beneficiary who is a Participant’s Surviving Spouse or, if applicable, by a spousal Alternate Payee pursuant to Section 5.2(c).

1.45 “Rollover Contribution” means the amount contributed by a Participant or a Beneficiary to a Rollover Account or, if applicable, by an Alternate Payee to an Alternate Payee Account, in accordance with Section 5.2 that the Administrative Service Agency has determined would qualify as an Eligible Rollover Distribution, other than a distribution consisting of contributions to a Roth IRA, and which the Administrative Service Agency has determined may be contributed.

1.46 “Roth Account” means the Account or Accounts established under the Plan to record a Participant’s Roth Contributions, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Roth Contributions may also be referred to as a Roth Account.

1.47 “Roth Contributions” means amounts contributed pursuant to Section 3.1 by a Participant to the extent that the Committee has resolved to implement a Roth Program to Section 3.1(c) of Schedule A, which amounts are:

(a) designated irrevocably by the Participant at the time of the contribution election as Roth Contributions that are being made from Compensation pursuant to Section 3.1(c); and

(b) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in Compensation.

1.48 "Roth IRA" has the meaning set forth in Section 408A of the Code.

1.49 "Roth Program" means a Qualified Roth Contribution Program within the Plan.

1.50 "Section 457 Transfer" means a transfer made into an Account pursuant to Section 5.1.

1.51 "Severance from Employment" or "Severs from Employment" means a severance from employment with the Employer within the meaning of Section 457 of the Code.

1.52 "State" means the State of New York.

1.53 "Surviving Spouse" means the survivor of a deceased Participant to whom such Participant was legally married on the date of the Participant's death.

1.54 "Treasury Regulations" means the regulations promulgated by the Treasury Department under the Code, as now in effect or as hereafter amended. All citations to sections of the Treasury Regulations are to such sections as they may from time to time be amended or renumbered.

1.55 "Trust Agreement" means an agreement entered into in respect of the Plan between the Committee and one or more Trustees pursuant to which all cash and other rights and properties and all income attributable to such cash and rights and properties are held in trust as such agreement may be amended from time to time.

1.56 "Trust Fund" means the assets of the Plan, including cash and other rights and properties arising from Amounts Deferred or Contributed, Section 457 Transfers and Rollover Contributions which are held and administered by the Trustee pursuant to the Trust Agreement.

1.57 "Trustee" means the trustee or trustees acting as such under the Trust Agreement, and any successors thereto.

1.58 "Unforeseeable Emergency" means a (i) severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent, (ii) loss of the Participant's or Beneficiary's property because of casualty, or (iii) other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary.

1.59 "Unit" means a unit measuring the value of an Account Participant's proportionate interest in an Investment Fund.

1.60 “USERRA” means the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 contained in chapter 43 of title 38 of the United States Code.

1.61 “Valuation Date” means each Business Day unless otherwise provided in the Plan or in an agreement between the Committee and a Financial Organization.

SECTION 2 PARTICIPATION

2.1 Enrollment.

(a) Eligibility and Enrollment. Each Employee shall be eligible to participate in the Plan as of any Enrollment Date following the date he or she becomes an Employee, and shall commence such participation in the Plan by duly filing a Participation Agreement and any enrollment forms or other pertinent information concerning the Employee and his or her Beneficiary with the Administrative Service Agency in a manner as prescribed by the Committee. With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement is filed with the Administrative Service Agency.

(b) Initial Enrollment and Subsequent Changes. Each Employee enrolling in the Plan shall provide to the Administrative Service Agency, in a complete and timely manner, at the time of initial enrollment and thereafter if there are any changes, with such information that the Administrative Service Agency determines is necessary or advisable for the administration of the Plan or to comply with applicable law. With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement or amendment or modification thereto shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement or such amendment or modification is filed with the Administrative Service Agency.

2.2 Voluntary Participation. Participation in the Plan by Employees shall be voluntary.

2.3 Cessation of Participation. The participation of an Account Participant shall cease upon payment to the Account Participant of the entire value of his or her Plan Benefit or upon the Account Participant's death prior to such payment.

2.4 Corrective Action. If an individual is erroneously included or excluded from participation, corrective action will be taken as soon as administratively practicable to correct such erroneous inclusion or exclusion.

SECTION 3 AMOUNTS DEFERRED OR CONTRIBUTED

3.1 Participant Deferral and Contribution Authorization.

(a) Initial Authorization. A Participant may elect to defer or contribute Compensation under the Plan by authorizing, on his or her Participation Agreement, regular payroll deductions that do not individually or in the aggregate exceed the limitations of Section 3.2. Unless otherwise designated under Section 3.1(c), any Amounts Deferred or Contributed under this Section 3.1(a) shall be treated as Before-Tax Deferrals. Any initial deferral election shall be effective as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(b) Modifications. A Participant may increase or decrease the rate of deferral or contribution of his or her Compensation, and may make separate elections with respect to the increase or decrease of the rate of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), within the limitations set forth in Section 3.2, as of any Enrollment Date by duly filing a new or modified Participation Agreement, or such other form authorized for such purpose by the Committee, with the Administrative Service Agency, which shall be effective as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(c) Roth Contributions. To the extent that the Committee has resolved on or after January 1, 2011 to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant shall be permitted to make Roth Contributions from his or her Compensation by designating a percentage of his or her initial authorization or modified authorization described in Sections 3.1(a) and 3.1(b) as Roth Contributions, which designation shall be effective as soon as administratively practicable for all future payroll periods until modified or suspended, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b). For the avoidance of doubt, to the extent that the Committee has *not* resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, Participants shall not be permitted to make Roth Contributions and any provisions of the Plan as they relate to Roth Contributions, Roth Accounts, Rollover Contributions from Qualified Roth Contribution Programs and in-Plan rollovers into Roth Accounts shall not apply.

(d) Discontinuance or Suspension. A Participant may discontinue or temporarily suspend his or her deferrals or contributions, and may make separate elections with respect to the discontinuance or suspension of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), as of any specified Enrollment Date by giving notice thereof to the Administrative Service Agency. The Administrative Service Agency shall discontinue or suspend the deferral or contribution of Compensation as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(e) Deferrals and Contributions After a HEART Act Distribution or Unforeseeable Emergency Withdrawal. A participant's deferrals and contributions will be suspended for a period of six months following a distribution pursuant to the Section 414(u)(12)(B)(i) of the Code and, to the extent that the Committee has resolved to implement a suspension of deferrals after an Unforeseeable Emergency withdrawal pursuant to Section 3.1(e) of Schedule A, after a distribution due to an Unforeseeable Emergency withdrawal.

3.2 General Deferral and Contribution Limitations and Catch-Up Limitations.

(a) In General. The aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed by a Participant for any pay period shall be a minimum of \$10 and shall not exceed the lesser of:

- (i) An amount as may be permitted pursuant to Section 457(e)(15) of the Code, and
- (ii) 100% of the Participant's Includible Compensation for the Plan Year;

provided, however, the maximum amount that a Participant may defer or contribute for any Plan Year may be calculated after accounting for mandatory and permissive payroll deductions, as reasonably determined by the Employer.

(b) 457 Catch-Up. Notwithstanding the limitation in Section 3.2(a), a Participant may file an election in the manner required by the Administrative Service Agency to have the catch-up limitation as set forth in Section 3.2(b) apply to the determination of the maximum amount that may be deferred or contributed during one or more of the last three Plan Years ending before attainment of the Participant's Normal Retirement Age. If the catch-up limitation is elected, the maximum aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed for each of the Plan Years covered by the election shall not exceed the lesser of:

- (i) twice the dollar amount set forth in Section 3.2(a); and
- (ii) the sum of the limitations provided for in Section 3.2(a) for each of the Plan Years the Participant was eligible to participate in the Plan, minus the aggregate amount actually deferred or contributed for such Plan Years (disregarding any amounts deferred or contributed pursuant to Section 3.2(c)).

A Participant may not elect to have Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) Age 50 Catch-Up. All Participants who have attained age 50 before the close of a Plan Year and who are not permitted to defer or contribute additional Compensation pursuant to Section 3.2(b) for such Plan Year, due to the application of any limitation imposed by the Code or the Plan, shall be eligible to make additional catch-up contributions in the form of Before-Tax Deferrals, Roth Contributions or a combination thereof in accordance with, and subject to, the limitations of Section 3.2(c) of the Plan and Section 414(v) of the Code. Age 50 catch-up contributions pursuant to Section 3.2(c) shall not exceed the lesser of:

(i) the excess of 100% of Participant's Includible Compensation for the Plan Year over the sum of any other Amounts Deferred or Contributed by the Participant for such Plan Year; and

(ii) an amount as may be permitted by Section 414(v)(2)(B) of the Code.

(d) Dual Eligibility. Notwithstanding anything in Sections 3.2(b) and (c) to the contrary, if a Participant who is eligible to make an additional catch-up contribution under Section 3.2(c) for a Plan Year in which the Participant has elected to make a catch-up contribution under Section 3.2(b), such Participant is entitled to the greater of :

(i) the 457 catch-up contribution amount under Section 3.2(b); and

(ii) the age 50 catch-up contribution amount under Section 3.2(c).

(e) USERRA. Notwithstanding the limitation provided for in Section 3.2(a), any Participant who is entitled to reemployment rights pursuant to USERRA and who is so reemployed in accordance with the provisions of such law may elect to make such additional deferrals or contributions as are permitted or required by USERRA.

(f) Excess Deferrals and Contributions. In the event that any Amounts Deferred or Contributed under the Plan for any Plan Year exceed the limitations provided for in Section 3.2, any such excess deferrals or contributions shall be distributed to the Participant, with allocable net income, in the following order (unless otherwise directed by the Participant): first, from Before-Tax Deferrals and second, from Roth Contributions (to the extent applicable), as determined in accordance with methods and procedures established by the Administrative Service Agency as soon as practicable after the Administrative Service Agency determines that the amount was an excess deferral or contribution. Distributions under Section 3.2(f) will be reportable as taxable income to the extent required by applicable law.

SECTION 4
INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS

4.1 Remittance of Deferrals and Contributions. All Amounts Deferred or Contributed in accordance with Section 3 shall be paid by the applicable Employer as promptly as possible, but in no event later than two Business Days from the applicable payroll date, to the Trust Fund. Thereafter, Amounts Deferred or Contributed shall be invested by the Trustee in accordance with the investment instructions received by the Trustee from the Administrative Service Agency, within two Business Days following receipt by the Trust Fund of such Amounts Deferred or Contributed (or, if later, on the first Business Day coincident with or immediately following receipt by the Trustee of the investment instructions from the Administrative Service Agency related to such Amounts Deferred or Contributed). All such Amounts Deferred or Contributed shall be invested by the Trustee (in accordance with the investment instructions received from the Administrative Service Agency) in the Investment Options provided by one or more Financial Organizations appointed by the Committee in accordance with the Regulations, and shall be held, managed, invested and reinvested in accordance with the applicable agreement entered into by the Committee or the Trustee with each such Financial Organization.

4.2 Allocation of Deferrals and Contributions. A Participant who has enrolled in the Plan pursuant to Section 2 shall, by filing a direction with the Administrative Service Agency in writing or in such other manner as the Committee may authorize, specify the percentage (in multiples of one percent) of his or her Amounts Deferred or Contributed, that shall be allocated to each Investment Option made available by the Committee. A Participant's investment allocation elections shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable).

4.3 Continuation of Deferral and Contribution Allocation. Any deferral and contribution allocation direction given by a Participant shall be deemed to be a continuing direction until changed by the Participant. A Participant may change his or her deferral and contribution allocation direction with respect to future Amounts Deferred or Contributed, as of any Enrollment Date, by giving notice in writing or in such other manner as the Committee may authorize to the Administrative Service Agency prior to any Enrollment Date. Any change to a Participant's deferral and contribution allocation direction shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable). All such future deferrals and contributions shall be invested by the Trustee in the Investment Options in accordance with such changed direction.

4.4 Transfer of Assets Among Investment Options.

(a) Transfer of Assets. As of any Valuation Date an Account Participant may direct the Administrative Service Agency, by giving notice in writing or in such other manner as the Committee may authorize, to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in the proportions directed by such Participant. Account Participants may make separate transfer directions for their Before-Tax Deferral Accounts and Accounts relating to Rollover Contributions involving before-tax deferrals and their Roth Accounts and Accounts relating to Rollover Contributions involving

Roth contributions (to the extent applicable). Such direction must be made in accordance with the requirements and procedures established by the Committee and in effect at the time and in a multiple of one percent or one dollar increments of the Account Participant's interest in the applicable Investment Option.

(b) Committee's Right to Reduce or Deny Transfer Request. If the Trustee or any Financial Organization appointed by the Committee advises the Committee, or the Committee otherwise determines, that it is not reasonably able to prudently liquidate the necessary amount and transfer it from one of the Investment Options to another, the amount to be transferred with respect to each Account Participant who duly requested such a transfer may be reduced in proportion to the ratio which the aggregate amount that the Trustee or the Financial Organization has advised the Committee may not prudently be so transferred bears to the aggregate amount that all Account Participants have duly requested be so transferred. Regardless of any Account Participant's investment direction, no transfer between Investment Options may be made in violation of any restriction imposed by the terms of the agreement between the Committee or the Trustee and a Financial Organization providing any Investment Option or of any applicable law. Notwithstanding anything in this Section 4.4(b) or the Plan to the contrary, the Committee, the Trustee or the Financial Organization shall have the right, without prior notice to any Account Participant, to suspend, for a limited period of time, daily transfers between and among Investment Options for one or more days if the Committee, the Trustee or the Financial Organization determines that such action is necessary or advisable (i) in light of unusual market conditions, (ii) in response to technical or mechanical problems with the Plan's or the Administrative Service Agency's record keeping systems, (iii) in connection with any suspension of normal trading activity on the New York Stock Exchange or other major securities exchange, (iv) as a result of strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or other similar events, losses or interruptions of power, other utility outages or malfunctions, or malfunctions in communications or computer services, in each case, that make it necessary or advisable to suspend trading activity, or (v) in accordance with Section 4.10.

4.5 Administrative Actions with Regard to Investment Directions. The Administrative Service Agency shall have the right to decline to implement any investment direction upon its determination that: (i) the person giving the direction is legally incompetent to do so; (ii) implementation of the investment direction would be contrary to the Plan or applicable law or governmental ruling or regulation including, Treasury Regulations; (iii) implementation of the investment direction would be contrary to a court order, including, a Qualified Domestic Relations Order; (iv) implementation of the investment direction would be contrary to the rules, regulations or prospectuses of the Investment Funds; or (v) implementation of the investment direction would be contrary to the investment guidelines or terms of any agreements applicable to the Stable Value Fund or any similar Investment Fund then available under the Plan.

4.6 Account Participant Responsibility for Deferrals, Contributions and Investment Allocations. Each Participant is solely responsible for the allocation of his or her Amounts Deferred or Contributed, and each Account Participant is solely responsible for the investment allocation of his or her Account, in each case, in and among the Investment Options. Each Account Participant shall assume all risk in connection with the allocation of amounts in and among the Investment Options and for any losses incurred or deemed to be incurred as a result of

the Account Participant's allocation or failure to allocate any amount to an Investment Option or any decrease in the value of any Investment Option. Neither the Committee, any Trustee, any Employer nor the Administrative Service Agency is empowered to advise a Participant as to the manner in which the Account Participant's Account shall be allocated among the Investment Options. The fact that a particular Investment Option is available to Participants for investment under the Plan shall not be construed by any Account Participant as a recommendation for investment in such Investment Option. If the Committee elects to make available investment guidance services or investment advice services to Account Participants, such services shall be utilized only at the voluntary election of the Account Participant and shall not limit the Account Participant's responsibility under Section 4.6 for the allocation of his or her Accounts in and among the Investment Options.

4.7 Investment Allocation of Alternate Payee Accounts. Notwithstanding any other provision of the Plan, during any period when an Alternate Payee Account is created and segregated on behalf of an Alternate Payee pursuant to a Qualified Domestic Relations Order from the Accounts of the related Participant, the Alternate Payee shall be entitled to direct the allocation of investments of such Alternate Payee Account in accordance with Sections 4.2 and 4.4, as applicable, and shall be subject to the provisions of Sections 4.5 and 4.6, but only to the extent provided in such order. In the event that an Alternate Payee fails to specify an investment direction on the date of creation of the Alternate Payee Account pursuant to Section 4.9, such Alternate Payee's Alternate Payee Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date and, except as otherwise provided by the Qualified Domestic Relations Order, shall remain invested in accordance with such initial allocation until the Alternate Payee directs otherwise or until such time as the Alternate Payee ceases to have an Alternate Payee Account under the Plan by reason of distribution or otherwise.

4.8 Investment Allocation of Beneficiary Accounts. Notwithstanding any other provision of the Plan, during any period following the death of a Participant and prior to distribution of the entire Plan Benefit of such Participant, such Participant's Beneficiary shall be entitled to direct the allocation of investments of such Plan Benefit in accordance with Section 4.4 or, as applicable, his or her proportional interest in such Plan Benefit, in accordance with Section 4.4 and shall be subject to the provisions of Sections 4.5 and 4.6. In the event that a Beneficiary fails to specify an investment direction on the date of creation of the Beneficiary Account pursuant to Section 4.4, such Beneficiary's Beneficiary Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date.

4.9 Initial and Ongoing Investment Allocation with respect to Rollover Contributions and Section 457 Transfers. Unless otherwise directed by the Account Participant, the same deferral and contribution allocation direction applicable to an Account Participant pursuant to Section 4.2 or 4.3, as applicable, shall apply to all Section 457 Transfers and Rollover Contributions. Notwithstanding the foregoing, in accordance with procedures established by the Administrative Service Agency, an Account Participant may make an alternative initial allocation election in accordance with the procedures set forth in Section 4.4 for any applicable Section 457 Transfer or Rollover Contribution. Thereafter, such Account Participant may direct the Administrative Service Agency to liquidate his or her interest in any of the Investment Options and transfer the

proceeds thereof to one or more other Investment Options in accordance with Section 4.4 (in each case subject to the limitations set forth in Sections 4.5 and 4.6). All Rollover Contributions shall be invested by the Trustee in the Investment Options in accordance with such directions as soon as administratively practicable.

4.10 Fund Mapping or Similar Activity. Notwithstanding anything in Section 4 to the contrary, if the Committee eliminates one or more of the Investment Funds or Investment Options or undertakes similar activity on behalf of the Plan, the Committee shall be authorized to liquidate without an Account Participant's consent and without the need for prior notice to the Account Participant the portion of each Account invested in such eliminated Investment Fund or Investment Option and direct the proceeds of such liquidation in one or more remaining or replacement Investment Funds or Investment Options in accordance with such liquidation and transfer procedures as the Committee may determine to be necessary or advisable in connection with such elimination.

SECTION 5 ROLLOVERS

5.1 Transfer from Another Governmental 457 Plan. Compensation previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee pursuant to another eligible deferred compensation plan under Section 457 of the Code maintained by another employer described in Section 457(e)(1)(B) of the Code shall be accepted for a plan-to-plan transfer to the Plan by the Trustee in the form and in the manner prescribed by the Committee. All such Section 457 Transfers shall be credited to the applicable Account Participant's corresponding Before-Tax Deferral Account or Roth Account (to the extent applicable), or a combination thereof and shall be invested in accordance with Section 4.9.

5.2 Acceptance of Assets from an Eligible Retirement Plan.

(a) Rollover Contributions in General. Amounts previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee under another Eligible Retirement Plan (other than a Roth IRA) that (i) are distributed to the Participant, the Beneficiary or the spousal Alternate Payee or (ii) are directly rolled over to the Plan as an eligible rollover distribution from such Eligible Retirement Plan, may be accepted as a Rollover Contribution by the Trustee in the form and in the manner specified by the Administrative Service Agency; *provided*, that Rollover Contributions of amounts from a Qualified Roth Contribution Program may be contributed only to the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and any such contributions must be directly rolled over to the Plan. Notwithstanding the foregoing, other than Rollover Contributions from a Qualified Roth Contribution Program as described in the preceding sentence, the Administrative Service Agency shall not accept any Rollover Contribution, or any portion thereof, that represents deferrals or contributions under another Eligible Retirement Plan that were made from compensation that was included in the Participant, Beneficiary or spousal Alternate Payee's gross income in the year the amounts were deferred or contributed. The Administrative Service Agency may require such documentation from the distributing Eligible Retirement Plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an Eligible Retirement Plan.

(b) Written Request; Acceptance of Assets. The Administrative Service Agency, in accordance with the Code and procedures established by the Committee, shall, as soon as practicable following its receipt of the written request of a Participant, a Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, determine whether the Rollover Contribution shall be accepted by the Plan. Any written request filed by a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee pursuant to Section 5.2(a) shall set forth the fair market value of such Rollover Contribution and a statement in a form satisfactory to the Administrative Service Agency that the amount to be transferred constitutes a Rollover Contribution. In the event the Administrative Service Agency permits the transfer of the Rollover Contribution, the Trustee shall accept such Rollover Contribution and the transfer of such Rollover Contribution shall be deemed to have been made on the Valuation Date next following the date on which it was paid to the Trust Fund.

(c) Rollover Account. The Rollover Contribution shall be maintained in a separate, fully vested Rollover Account for the benefit of the contributing Participant or the Beneficiary and, in the case of a spousal Alternate Payee, the Alternate Payee Account, and shall be invested in accordance with the investment direction of the applicable Account Participant pursuant to Section 4.9. All amounts so transferred shall be credited to the Account Participant's Rollover Account or Alternate Payee Account and shall be available for distribution at any time during the Plan Year. No other contributions shall be allocated to the Rollover Account. Any Rollover Contributions of amounts from a Qualified Roth Contribution Program shall be segregated and held in a separately designated and maintained Rollover Account from those amounts not from a Qualified Roth Contribution Program. At the election of the Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, any Rollover Contributions or 457 Transfers from an eligible deferred compensation plan under Section 457(b) of the Code may be held in separately designated and maintained Rollover Accounts for 457(b) Rollover Contributions; *provided* that any such amounts from a Qualified Roth Contribution Program and any such amounts not from a Qualified Roth Contribution Program shall be segregated and held in separately designated and maintained 457(b) Rollover Accounts.

5.3 Form of 457 Transfer or Rollover Contribution. Each 457 Transfer and Rollover Contribution shall consist only of (i) cash and (ii) to the extent that the Employer has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, solely with respect to 457 Transfers and Rollover Contributions from another eligible deferred compensation plan under Section 457 of the Code maintained by a Public Employer or the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions, any outstanding loan to the applicable Account Participant under the transferring or distributing 457 plan, *provided* that (A) such outstanding loan will be subject to the same terms and conditions as in place under the transferring or distributing 457 plan, (B) an Account Participant may not make a Rollover Contribution that includes an outstanding loan unless the entire amount of such Account Participant's plan benefit under the transferring or distributing 457 plan is contributed into the Plan, (C) the source of the outstanding loan disbursement under the transferring or distributing 457 plan must have been from before-tax deferrals, and (D) the Account Participant does not have a loan outstanding, or a defaulted loan that has not yet been repaid, under the Plan at the time of the 457 Transfer or Rollover Contribution.

5.4 Rollover of Assets to Purchase Retirement Service Credit. With respect to trustee-to-trustee transfers, a Participant or Beneficiary may elect, in accordance with procedures established by the Committee, to have all or any portion of the value of his or her Account transferred to the trustee of a defined benefit governmental plan as described in Section 414(d) of the Code; *provided, however*, that such transfer is for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan or a repayment of contributions and earnings with respect to a forfeiture of service under such plan.

SECTION 6 ACCOUNTS AND RECORDS OF THE PLAN

6.1 Participant Accounts.

(a) In General. The Administrative Service Agency shall establish and maintain one or more Accounts for each Participant, including a Before-Tax Deferral Account, a Roth Account (to the extent applicable) and, as necessary, one or more Rollover Accounts (including a segregated Rollover Account relating to contributions from a Qualified Roth Contribution Program, to the extent applicable) with respect to each Participant. Each Account shall record the value of the portion of the Participant's Plan Benefit allocable to that Account, the value of the portion of his or her Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. With respect to each Participant, all Amounts Deferred or Contributed, all Section 457 Transfers and all Rollover Contributions shall be credited to his or her Before-Tax Deferral Account, Roth Account or Rollover Account, as applicable.

(b) Written Statement. Each Account Participant shall be furnished with a written statement of his or her Accounts (including the value of the interest he or she has, if any, in each Investment Option and the amount of and explanation for each allocation to or deduction from his or her Accounts) at least quarterly, which statement shall be delivered in a manner prescribed by the Committee.

6.2 Beneficiary Accounts. The Administrative Service Agency shall establish and maintain one or more Beneficiary Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Beneficiary of a deceased Participant. Each such Account shall record the value of the portion of the deceased Participant's Plan Benefit allocable to each of the Beneficiary's Accounts, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Beneficiary shall be furnished with a written statement of his or her Accounts in the same manner set forth in Section 6.1(b).

6.3 Alternate Payee Accounts. The Administrative Service Agency shall establish and maintain one or more Alternate Payee Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Alternate Payee. The Alternate Payee Account shall separately account for all amounts received (i) from the Participant's Rollover Account and (ii) from all amounts rolled into the Plan by a spousal Alternate Payee, pursuant to Section 5.1 or 5.2. Each such Account shall record the value of the portion of the Participant's Plan Benefit allocable to the Alternate Payee's Account, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Alternate Payee shall be furnished with a written statement of his or her Alternate Payee Accounts in the same manner set forth in Section 6.1(b).

6.4 Allocations and Credits. The establishment and maintenance of, or allocations and credits to, the Account of any Account Participant shall not vest in such Account Participant or

Beneficiary of a Participant any right, title or interest in and to any Trust Fund assets or Plan benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and the Trust Agreement and, in the case of an Alternate Payee Account, the express terms of the Qualified Domestic Relations Order.

6.5 Plan Benefit and Trust Fund.

(a) Plan Benefit Defined. As of the close of each Valuation Date, the Plan Benefit of an Account Participant shall equal the aggregate value of his or her Accounts as of such Valuation Date. As of any date that is not a Valuation Date, a Participant's Plan Benefit shall be calculated in accordance with the previous sentence as of such date, but based upon the value of the Account Participant's Accounts as of the close of the most recent Valuation Date. The value of an Account as of a Valuation Date shall be calculated as of each Valuation Date in accordance with a methodology established by the Committee and reasonably and consistently applied to all similarly situated Account Participants and shall be based upon an Account Participant's aggregate deferrals and contributions to the Trust Fund and distributions and withdrawals from the Trust Fund, the investment performance of the Investment Options in which each Account has been allocated, and any fees, credits or debits allocable to each Account. As of each Valuation Date, each Account shall be adjusted to reflect all Units or dollars credited and Units or dollars distributed, withdrawn or deducted therefrom in accordance with the terms of the Plan and the Trust Agreement. The aggregate Plan Benefit of all Account Participants shall in no event exceed the value of the assets of the Trust Fund and may be less than such value to the extent of any unallocated expense, reserve or similar account maintained as part of the Trust Fund.

(b) Investment Options and Investment Funds. The Trust Fund shall be invested at the direction of Account Participants, in accordance with Section 4, in and among the Investment Options made available through the Plan from time to time by the Committee. Investment Options may include (i) one or more Investment Funds, (ii) a brokerage account or similar investment window through which Account Participants may direct the investment of their Accounts into Mutual Funds (as defined below) or other available investment products that the Committee designates as available for investment through such window, (iii) an individual participant loan fund to record the value of an outstanding loan made to a Participant in accordance with Section 7.3, and (iv) any other investment alternative that the Committee may make available through the Plan. Investment Funds may consist of open-end investment companies registered under the Investment Company Act of 1940, as amended ("Mutual Funds"), separately managed accounts, unregistered commingled funds, group or commingled trusts, or any combination thereof as approved from time to time by the Committee for the investment of the assets of the Trust Fund.

SECTION 7
WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS
OF SMALL AMOUNTS; LOANS

7.1 Distribution for an Unforeseeable Emergency.

(a) Amount of Distribution for an Unforeseeable Emergency. Upon a showing by a Participant of an Unforeseeable Emergency, the Administrative Service Agency may, permit a payment to be made to the Participant in an amount which does not exceed the lesser of (i) the amount reasonably needed to meet the financial need created by such Unforeseeable Emergency, including estimated income taxes and (ii) an amount which, together with any prior distribution or withdrawal, does not exceed the value of the Participant's Plan Benefit determined as of the most recent Valuation Date. Any such payment shall be made from the Trust Fund by the Trustee upon the direction of the Administrative Service Agency and shall be withdrawn by the Trustee pro rata from the Investment Funds in which the Participant has an interest, unless the Participant specifies in the request for such a payment the portion of the total amount to be withdrawn by the Trustee from each Investment Fund. The Participant shall designate the amount of the distribution that will come from his or her Before-Tax Deferral Account and from his or her Roth Account in accordance with procedures established by the Administrative Service Agency. All payments shall be made in one lump cash sum within sixty days after approval of the request.

(b) Evidence of Other Relief. A Participant must provide evidence that the amount requested for an Unforeseeable Emergency may not be fully relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of a Participant's other non-Plan assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals and contributions under the Plan.

7.2 Distribution from a Small Inactive Account.

(a) Elective Distribution. An Account Participant with a Plan Benefit, not including the amount in the Participant's Rollover Accounts, of \$5,000 or less (or such greater amount as may be permitted by Section 401(a)(11) of the Code) may elect at any time to receive a lump sum distribution, not to exceed \$5,000 of his or her Account and Rollover Account, which distribution will be made in accordance with procedures established by the Administrative Service Agency, *provided* that both of the following conditions have been met:

(i) there has been no Amount Deferred or Contributed by such Participant during the two-year period ending on the date of distribution; and

(ii) there has been no prior distribution made to such Participant pursuant to this Section 7.2.

(b) Automatic Distribution. With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a Roth Account pursuant to Section 8.4(d), but not including any amounts in the Participant or Alternate Payee's Rollover Accounts, does not exceed the amount set forth in Section 7.2(a), if and to the extent that the Committee has resolved to provide for automatic distributions pursuant

to Section 7.2(b) of Schedule A, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable, to the extent provided in Section 7.2(b) of Schedule A: (i) following the Participant's Severance from Employment and (ii) upon an Account Participant's Plan Benefit falling below the value set forth in Section 7.2(b) of Schedule A, to the extent that the requirements of Section 7.2(a) are met; *provided, however*, that in the event any such distribution is greater than \$1,000, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1(b), then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee; and *provided further*, that such distribution shall be made in accordance with the requirements of Section 401(a)(31) of the Code.

7.3 Loans. To the extent the Committee has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, this Section 7.3 shall apply.

(a) Eligibility. Participants who are active Employees, and, if the Committee shall determine, Participants who are on an approved leave of absence from their Employer, shall be eligible to request a Plan loan. Each Participant shall have only one outstanding Plan loan at any time. Upon the request of a loan-eligible Participant, the Administrative Service Agency may, on such terms and conditions prescribed herein, direct the Trustee to make a Plan loan to such loan-eligible Participant.

(b) Loan Amount. The principal amount of any Plan loan shall be for an amount equal to at least \$1,000, or such other amount as the Committee shall determine, and shall not exceed the lesser of:

- (i) 50% of the value of the sum of the Participant's Accounts (including his or her Before-Tax Deferral Account and Roth Account (to the extent applicable)); and
- (ii) \$50,000 reduced by the highest value in the last twelve months of any loans by the Participant from the Plan and other Eligible Retirement Plans sponsored by the Employer or in which the Employer participates.

(c) Repayment Period. All Plan loans, other than those for the purpose of acquiring the dwelling unit which is, or within a reasonable time shall be, the principal residence of the Participant, shall be repaid over a non-renewable repayment period of five years. A Plan loan made for acquiring a principal residence shall be repaid over a non-renewable repayment period of up to 15 years, or such shorter term as the Committee shall determine. Any Plan loan shall be repaid in substantially equal installments of principal and accrued interest that shall be paid at least monthly or quarterly, as specified by the Committee, subject to the methods and procedures as shall be determined by the Administrative Service Agency.

(d) Rate of Interest. Each Plan loan granted shall bear a rate of interest equal to one percentage point above the prime interest rate as published in the Wall Street Journal on the last

Business Day of the month preceding the application for the loan, or such other reasonable rate of interest as the Committee shall determine.

(e) Source of Loans; Security. A Plan loan shall be made only from the Before-Tax Deferral Account or, if applicable, Rollover Accounts relating to Rollover Contributions of before-tax deferrals. All Plan loans shall be made from the Trust Fund and notes evidencing such obligations shall be considered assets of the Trust Fund and shall be treated as a separate loan investment fund for purposes of determining the value as of any Valuation Date of a Participant's Accounts. All Plan loans shall be secured, as of the date of the Plan loan, by the sum of (i) the Participant's Before-Tax Deferral Account and Roth Account (to the extent applicable) and (ii) the Participant's Rollover Accounts, if applicable, *provided, however*, that no more than 50% of the aggregate value of such Participant's Accounts shall be used as security for the Plan loan.

(f) Default. If a Participant fails to make any scheduled repayment of his or her Plan loan within the Loan Grace Period, such Participant shall be considered in default and the Administrative Service Agency shall declare a deemed distribution to have occurred with respect to such Plan loan, effective as of the date of the default and shall reduce the value of the Participant's Plan Benefit by the amount of the deemed distribution. Notwithstanding anything in Section 7.3 to the contrary, a Participant who has defaulted on a loan made under the Plan shall not be eligible to obtain another loan hereunder until the defaulted loan and accrued interest has been repaid, and the new loan shall be subject to any other limitations required under Section 1.72(p) of the Treasury Regulations.

(g) Outstanding Loans. An outstanding loan shall include (i) any loan that is being repaid in compliance with Section 7.3 until repaid in full and (ii) any loan that is considered in default until subsequently repaid in full.

(h) Administration and Fees. The Committee may establish or change from time to time the standards or requirements for making any Plan loan, including assessing an administrative fee against the Participant or the Participant's Account for such Plan loan.

7.4 Death Prior to Distribution of Proceeds. If a Participant dies prior to the payment of any withdrawal for an Unforeseeable Emergency, distribution of a small inactive account or disbursement of the proceeds of any Plan loan, the Participant's withdrawal, distribution or loan request shall be void as of the date of death and no withdrawal, distribution or disbursement shall be made by operation of Section 7 to the Participant's Beneficiary or estate.

SECTION 8
DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS

8.1 Distributions to Participants.

(a) Eligibility for Distribution. A Participant will become eligible to receive a distribution of his Plan Benefit upon the occurrence of any of the following events: (i) the Participant's Severance from Employment with the Employer; (ii) the Participant's attainment of age 70½; provided, however, that for purposes of this Section 8, a Participant will be deemed to have had a Severance from Employment during any period he or she is performing service in the uniformed services described in Section 3401(h)(2)(A) of the Code; . Except as otherwise provided in Section 7, a Participant may not receive distribution of his or her Plan Benefit at any time prior to the occurrence of one of the foregoing events.

(b) Distributions to Participants. Upon a Participant's eligibility for a distribution pursuant to Section 8.1(a), the Participant shall be entitled to receive his or her Plan Benefit, which shall be paid in cash by the Trustee from the Trust Fund in accordance with one of the methods described in Section 8.1(c) and as of the commencement date elected by the Participant in accordance with the procedures prescribed Section 8.1(e).

(c) Distribution Options. Subject to Section 8.6, any payment made under this section shall be made in one of the following methods, as the Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect any of the following:

(i) A total or partial lump sum payment. Any partial lump sum payment shall be an amount of at least the Minimum Lump Sum Amount, and the number of partial lump sum payments in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions.

(ii) Periodic monthly, quarterly, semi-annual or annual installment payments; *provided, however*, that a Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect to receive (A) an initial installment payment in a specified amount and (B) the balance of his or her Account in periodic monthly, quarterly, semi-annual or annual installment payments. Any installment payment made pursuant to Section 8.1(c)(ii) shall be at least the Minimum Installment Amount. If the balance of the Participant's Account and Rollover Account is less than such amount, then the payment will equal the total amount of the Participant's Account and Rollover Account. Installment payments may consist of (A) fixed amounts paid on each payment date as designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), or (B) formulaic amounts determined by the Administrative Service Agency, based on a fixed period designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), calculated by dividing the Plan Benefit on the date of the payment by the number of payments remaining during the fixed period.

(iii) A Participant who elects to receive installment payments or who is currently receiving installment payments pursuant to Section 8.1(c)(ii) may elect, subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency, to receive a portion of his or her Account distributed in a lump sum; *provided, however*, that no lump sum payment shall be less than the Minimum Lump Sum Amount; and *provided further*, that the number of such elections in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions, as set forth in Section 8.1(c) of Schedule A. Such lump sum payments shall not result in a discontinuation of subsequent installment payments; *provided, however*, that such subsequent payments may be redetermined in accordance with methods and procedures established by the Administrative Service Agency.

(iv) A Participant who is an eligible retired public safety officer, as defined in Section 402(l) of the Code, may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have up to \$3,000 per year (or such greater amount as may be permitted under applicable guidance issued by the Internal Revenue Service) of amounts from his or her Before-Tax Deferral Account distributable under the Plan used to pay qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents. Such amounts are excludible from the Participant's gross income to the extent the qualified health insurance premiums are paid directly to the provider of the accident or health plan or long-term care insurance contract (determined in accordance with Section 402(l) of the Code) by deduction from a distribution to the Plan.

(v) For each distribution election under Section 8.1(c), a Participant shall designate the percentage of each distribution that will come from his or her Before-Tax Deferral Account and the percentage that will come from his or her Roth Account (to the extent applicable). For the avoidance of doubt, for purposes of the limitations and restrictions described in this Section 8.1(c), each distribution election made by a Participant and each payment made in accordance thereto shall be deemed to be one election and one payment, even if payment is made both from the Participant's Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable).

Notwithstanding the foregoing, a Participant may not elect an installment period extending beyond the longest of (A) his or her life expectancy, (B) if his or her designated Beneficiary is his or her Spouse, the life expectancy of the Participant and his or her Spouse and (C) if his designated Beneficiary is not his or her Spouse, the life expectancy determined using the applicable table contained in the applicable Treasury Regulation.

(d) Calculation of Payments.

(i) If a Participant elects a total lump sum payment, pursuant to Section 8.1(c)(i), the Participant's Plan Benefit shall be determined as of the Valuation Date coincident with or last preceding the date on which the Plan Benefit is

withdrawn from the Investment Options and liquidated for distribution. Such liquidated amount (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(ii) If a Participant elects to receive a partial lump sum payment pursuant to Section 8.1(c)(i) or (iii), installment payments pursuant to Section 8.1(c)(i), or payment of qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents pursuant to paragraph Section 8.1(c)(iv), any remaining balance in such Participant's Accounts shall continue to participate in the investment performance of the Investment Options in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the Valuation Date coincident with or last preceding the date on which such Plan Benefit amounts are withdrawn from the Investment Funds and liquidated for distribution; *provided, however*, that the amount of the installments need not be redetermined to reflect changes in the value of the Account more frequently than annually. All such redeterminations shall be made by the Administrative Service Agency in accordance with procedures of uniform application. Any amount liquidated for purposes of an installment payment (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(e) Distribution Election. In the case of the Participant's Severance from Employment with the Employer, a distribution election made by the Participant shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence; *provided, however*, that any such payments that would result in an account balance of less than \$500 may not commence earlier than at the end of the Distribution Waiting Period; *provided, further* that the timing of any distribution must be in compliance with Section 8.6. Subject to Section 8.6, a Participant who is receiving distributions under the Plan may change both the timing and the method of payment elected subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency.

(f) Rollover Accounts. Notwithstanding any other provision of Section 8.1, a Participant who has one or more Rollover Accounts shall be permitted to withdraw all or any portion of such Rollover Accounts at any time during a Plan Year; *provided* that such withdrawal shall be paid pursuant to a method of payment elected by the Participant in accordance with Section 8.1(c) and the value of such Rollover Accounts shall be determined in accordance with Section 8.1(d).

8.2 Distributions to Beneficiaries. If a Participant dies before distribution of his or her Plan Benefit has commenced, a distribution election made by the Beneficiary shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence. If a Participant dies at any time before his or her entire Plan Benefit has been distributed, then the Participant's Beneficiary may make subsequent distribution elections as provided in Section 8.1(c). Notwithstanding the foregoing, any distribution to a Beneficiary shall be made in

accordance with the provisions of Section 401(a)(9) of the Code and subject to Sections 8.6(d) and (e).

8.3 Distributions to Alternate Payees. A distribution to an Alternate Payee may be paid in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order and the close of all appeals to the Qualified Domestic Relations Order if the Alternate Payee consents to such lump sum distribution. In the event that the Alternate Payee does not consent to receive his or her distribution in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order, the Alternate Payee may make an election to receive a distribution any time after the Earliest Retirement Date, subject to any requirements of Section 401(a)(9) of the Code and Section 8.1(c), by filing a distribution election specifying the form of payment as provided in Section 8.6 and the date on which payments shall commence.

8.4 Eligible Rollover Distributions.

(a) Participant Rollover Distributions. In connection with a Participant's Severance from Employment, the Distributee may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an Eligible Retirement Plan; *provided* that such other plan provides for the acceptance of such amounts by the trustee. The Plan shall provide written information to Distributees regarding Eligible Rollover Distributions to the extent required by Section 402(f) of the Code.

(b) Beneficiary Rollover Distributions. Upon a Participant's death, a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an individual retirement arrangement (as defined in Section 7701(a)(37) of the Code) that is established for the purpose of receiving the distribution on behalf of such Beneficiary.

(c) Roth IRA Rollover Distribution. In connection with a Participant's Severance from Employment or upon a Participant's death, as the case may be, a Participant or a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution rolled over to a Roth individual retirement arrangement (as defined in Section 7701(a)(37) of the Code, and designated as a Roth arrangement at the time of its establishment). Such amounts will be included in gross income as if the distribution had been made to such Participant or Beneficiary.

(d) In-Plan Rollover to Roth Account. To the extent the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and the Committee has further resolved to allow in-Plan Rollover Contributions to a Roth Account pursuant to Section 8.4(d) of Schedule A, this Section 8.4(d) shall apply. Upon any distribution event pursuant to which a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit that

qualifies as an Eligible Rollover Distribution rolled over into another Eligible Retirement Plan, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to have the portion of such Eligible Rollover Distribution that is not attributable to Roth Contributions or outstanding loans directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee. After a Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to take distributions from such Account in accordance with any of the distribution options set forth in Section 8.1(c). The provisions in Section 8.4(d) shall be administered in accordance with procedures established by the Administrative Service Agency and shall be interpreted and administered in accordance with and subject to Section 402A(c)(4) of the Code and any rules, regulations or other guidance issued by the Internal Revenue Service in relation thereto.

8.5 Withholding. The Trustee shall withhold or cause to be withheld from any amounts withdrawn or distributed all federal, state, city or other taxes as shall be required pursuant to any law or governmental ruling or regulation, including Treasury Regulations.

8.6 Required Minimum Distributions.

(a) In General. Notwithstanding any other provision of the Plan to the contrary (except Section 8.6(b)), all distributions under the Plan shall be in accordance with the minimum distribution and timing requirements of Section 401(a)(9) of the Code (including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code) and the final Treasury regulations under Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, which are incorporated herein by reference. Such provisions shall override any distribution options in the Plan that may be inconsistent with Section 401(a)(9) of the Code. Any distributions made pursuant to this Section 8.6 in order to comply with Section 401(a)(9) of the Code shall be charged against the Account or Accounts of the Account Participant in such manner as designated by the Account Participant in accordance with procedures established by the Administrative Service Agency; *provided, however,* that if no such designation is made, such distributions shall be charged first against the Before-Tax Deferral Account, second against the Roth Account (to the extent applicable), third against the Rollover Account or Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and fourth against the Rollover Account or Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program

(b) 2009 Waiver. Notwithstanding anything to the contrary in Section 8.6, an Account Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009

unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

(c) Distributions During Participant's Life. The Plan Benefit of a Participant shall be distributed (or commence to be distributed) to such Participant as soon as practicable after the Required Beginning Date. If the Participant has not made an election pursuant to Section 8.1(c) prior to such Required Beginning Date, then the Plan Benefit shall be distributed in the form of installment payments commencing on the Required Beginning Date.

(d) Death of a Participant Before the Required Beginning Date.

(i) If a Participant dies before his Required Beginning Date, the remaining portion (if any) of such Participant's Plan Benefit shall be distributed to his or her Beneficiary (or if the Participant has no Beneficiary, his or her Surviving Spouse or estate, as determined under Section 9.2) no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death (determined without regard to 2009), except as set forth in Sections 8.6(d)(i)(a) or (a) as follows:

(a) The Beneficiary may elect to receive a distribution of the Plan Benefit over a period not exceeding the life expectancy of the Beneficiary; *provided* that the distribution commences no later than December 31 of the calendar year immediately following the calendar year in which the Participant dies; or

(b) If the sole Beneficiary is the Participant's Surviving Spouse, such Surviving Spouse may elect to receive a distribution of the Account over a period not exceeding the life expectancy of the Surviving Spouse (determined as of the date such payments commence); *provided* that the distribution commences on or before the later of December 31 of the calendar year immediately following the calendar year in which the Participant dies or December 31 of the calendar year in which the Participant would have attained age 70 ½; *provided, further*, that if the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse commence, Section 8.6(d) (with the exception of Section 8.6(d)(i)(a)) shall apply as if the Surviving Spouse were the Participant.

(ii) The Beneficiary may elect to receive payment of the Plan Benefit as a lump sum or in annual, monthly or quarterly installment payments.

(e) Death After Required Beginning Date and After Commencement of Distributions. If a Participant dies on or after the Required Beginning Date, but before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a designated Beneficiary, the longer of the remaining life expectancy of the Participant's Beneficiary and the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations; or

(ii) If the Participant does not have a designated Beneficiary, the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations;

provided, however, that if a Beneficiary so elects, the Participant's remaining Plan Benefit may be paid to the Beneficiary at any time in a lump sum so long as the entire Plan Benefit is paid at least as rapidly as it would be paid under Section 8.6(e)(i).

(f) Alternate Payee Accounts. In the case of any Alternate Payee Account, payments to the Alternate Payee must be made in accordance with the Plan and Section 401(a)(9) of the Code.

8.7 Special Proceeds. If the Plan receives Special Proceeds (as defined below) that are allocable to an Account Participant who has received a final distribution of his or her entire Plan Benefit, then the Plan shall distribute such Special Proceeds to the former Participant, Beneficiary, or Alternate Payee (or in accordance with Section 9.2, if the Participant is deceased and no Beneficiary designation was in effect at the time of the Participant's death, or to the estate of Beneficiary or Alternate Payee, as applicable, if such person is deceased) in a lump sum as soon as practicable after the Plan receives such Special Proceeds unless, at the time of such mandatory distribution, the value of such distribution would exceed \$1,000. For purposes of Section 8.7, "Special Proceeds" means amounts attributable to a settlement of any dispute or controversy related to any of the assets previously attributable to any Account of the former Participant, Beneficiary, or Alternate Payee or any other amounts allocable under the Plan to a former Participant, Beneficiary, or Alternate Payee relating to an adjustment to the amount or value of any such Account.

SECTION 9 DESIGNATION OF BENEFICIARIES

9.1 Written Designation of Beneficiaries. Each Participant shall file with the Administrative Service Agency a written designation of one or more persons as the Beneficiary who shall be entitled to receive the Plan Benefit, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her Beneficiary designation without the consent of any prior Beneficiary by filing a new written designation with the Administrative Service Agency. The last such designation received by the Administrative Service Agency “in good order” shall be controlling; *provided, however*, that no designation or change or revocation thereof shall be effective unless received by the Administrative Service Agency in good order prior to the Participant’s death, and in no event shall it be effective as of a date prior to such receipt. For purposes of Section 9, a Beneficiary designation shall be deemed to be received in good order only if the Administrative Service Agency can reasonably identify the Beneficiary or Beneficiaries named in the designation.

9.2 No Beneficiaries Designated. (a) If no such Beneficiary designation is in effect at the time of a Participant’s death, or if no designated Beneficiary survives the Participant, or if no designated Beneficiary can be located with reasonable diligence by the Administrative Service Agency, the payment of the Plan Benefit, if any, payable under the Plan upon the Participant’s death shall be made by the Trustee from the Trust Fund to the Participant’s Surviving Spouse, if any, or if the Participant has no Surviving Spouse, or the Surviving Spouse cannot be located with reasonable diligence by the Administrative Service Agency, then to the deceased Participant’s estate. If the Administrative Service Agency is in doubt as to the right or entitlement of any person to receive such amount, the Administrative Service Agency shall inform the Committee and the Trustee, and the Trustee may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Trustee may pay such amount into any court of appropriate jurisdiction or to any other person pursuant to applicable law and such payment shall be a complete discharge of the liability of the Trustee, Plan, Committee, Employer, Administrative Service Agency and Financial Organizations.

(b) If the Beneficiary so designated by the Participant dies after the death of the Participant but prior to receiving a complete distribution of the amount that would have been paid to such Beneficiary had such Beneficiary’s death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Beneficiary shall be paid to the Beneficiary’s estate.

9.3 Surviving Spouse. Notwithstanding Section 9.2, a Beneficiary who is a Surviving Spouse of the Participant may designate a subsequent Beneficiary, subject to the same filing requirements of Section 9.1, to the extent permitted under Section 401(a)(9) of the Code. To the extent such Surviving Spouse is not permitted or does not elect to designate a subsequent Beneficiary pursuant to the preceding sentence, and the Surviving Spouse dies prior to receiving a complete distribution of the amount that would have been paid to such Surviving Spouse had such Surviving Spouse’s death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Surviving Spouse shall be paid to the Surviving Spouse’s estate.

SECTION 10
QUALIFIED DOMESTIC RELATIONS ORDERS

10.1 Qualified Domestic Relations Order. Payments with respect to a Participant's Plan Benefit may be made by the Trustee from the Trust Fund to one or more Alternate Payees pursuant to the terms of a Qualified Domestic Relations Order. Upon segregation of the assets payable to an Alternate Payee in an Alternate Payee Account or the payment of such benefits to the Alternate Payee, any such amounts paid or segregated shall no longer constitute part of the Participant's Plan Benefit. No liability whatsoever shall be incurred by the Committee, the Trustee, the Employer, the Administrative Service Agency, the Review Committee or any Financial Organization solely by reason of any act or omission undertaken in accordance with this section to comply with the terms of a Qualified Domestic Relations Order.

10.2 Suspension of Distributions During Claim Period. Subject to the discretion of the Administrative Service Agency or the Committee, no distribution of any Plan Benefit shall be permitted in any period during which a purported Qualified Domestic Relations Order claim, against all or part of such Plan Benefit, is being reviewed in accordance with the provisions of Section 11.8. If the Administrative Service Agency reasonably believes that a purported Qualified Domestic Relations Order against all or part of any Plan Benefit is likely to be asserted, the Committee may refuse to permit any distribution of all or part of such Plan Benefit pending determination of such claim.

SECTION 11 ADMINISTRATION

11.1 Plan Administration. Except as otherwise provided herein, the operation and administration of the Plan shall be the responsibility of the Committee and the Committee shall have all of the broad, general authority necessary or advisable to operate and administer the Plan. The Committee shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out its responsibilities under the Plan. All determinations of the Committee as to any question involving its responsibilities under the Plan, including, interpretation of the Plan or as to any discretionary actions to be taken under the Plan, shall be solely in the Committee's discretion and shall be final, conclusive and binding on all parties.

11.2 Committee Powers and Duties. Without limiting the generality of the foregoing, the Committee shall have the following powers and duties:

(a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;

(b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions in the terms of the Plan or any document related to the Plan;

(d) to decide all questions concerning the Plan and the eligibility of any Employee or other individual to participate in the Plan;

(e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) to enlarge or diminish any applicable time period set forth in the Plan, subject to applicable law; and

(g) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Committee for purposes of Plan administration, including, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to an Account Participant's Accounts and for such other purposes as may be designated from time to time.

11.3 Limitation of Liability. Except as may be prohibited by applicable law, neither the Committee nor any member thereof shall be liable for (a) anything done or omitted to be done by it or by them unless the act or omission claimed to be the basis for liability amounted to a failure to act in good faith or was due to gross negligence or willful misconduct; (b) the payment of any amount under the Plan; or (c) any judgment or reasonable mistake of fact made by it or on its behalf by a member of the Committee. No member of the Committee shall be personally liable under any contract, agreement, bond or other instrument made or executed by him or her or on his or her behalf in connection with the Plan or Trust Fund.

11.4 Trustee. The Trustee shall have responsibility for the custody and safekeeping of the assets of the Plan and the Trust Fund and the valuation of such assets in accordance with the terms of the Trust Agreement and, in conjunction with the Administrative Service Agency, shall be responsible for implementing the aggregated investment decisions of Participants and beneficiaries by allocating the Plan assets to the various Investment Options. The Committee shall periodically review the performance and methods of the Trustee and the Committee may, subject to the terms of the Trust Agreement, appoint and remove or change the Trustee at any time for any reason or for no stated reason. If the Trust Agreement so provides, the Trustee may also serve as the Administrative Service Agency and perform the record keeping services normally performed by a third party Administrative Service Agency or may provide the services normally provided by a Financial Organization, provided that the Trustee otherwise qualifies as an Administrative Service Agency or a Financial Organization, as the case may be.

11.5 Financial Organizations. The Committee shall have the power to appoint or remove one or more Financial Organizations and to delegate to such Financial Organization(s) authority and discretion to manage (including the power to acquire and dispose of) the assets of the Plan and Trust Fund in accordance with the Regulations and the Plan. The Committee shall periodically review the performance and methods of such Financial Organization(s). The Committee has the right to (i) replace any Financial Organization or Investment Option with a successor Financial Organization or Investment Option or (ii) to select any additional Financial Organization or Investment Option.

11.6 Delegation. The Committee may delegate its general authority as it deems appropriate in accordance with the terms of the Plan and all applicable Code sections; *provided, however*, that such delegation shall be subject to revocation at any time at the discretion of the Committee. Notwithstanding any other provision of the Plan, the Committee's general authority shall include the right to review, revise, modify, revoke, or vacate any decision made or action taken by any party under the Plan to whom authority of the Committee has been delegated or to whom authority with respect to the administration of the Plan or the custody and investment of the assets of the Trust Fund has been delegated or assigned under the terms of the Plan, by the Committee or otherwise. The rights of the Committee under Section 11.6 include, the right to review, revise, modify, revoke, or vacate any decision of the Administrative Service Agency or the Review.

11.7 Plan Expenses.

(a) Assessment Against the Trust Fund. Subject to 11.7(b), the expenses of administering the Plan, including (i) the fees and expenses of the Financial Organizations and Administrative Service Agency for the performance of their duties under the Plan, including any fees and expenses associated with a change, termination or addition of an Investment Option, (ii) the fees, if any, of any member of the Committee and any Trustee and the expenses incurred by the Committee or any of its members or any Trustee in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants, consultants, and agents, employees of the Committee and cost of services rendered in respect of the Plan and the Trust Agreement (as provided therein)), and (iii) all other proper charges and disbursements of the Financial Organizations, Administrative Service Agency, the Committee or its members (including settlements of claims or legal actions approved by counsel to the Plan) or

any Trustee shall be allocated to and paid out of the assets of the Trust Fund in accordance with such allocation and payment procedures as the Committee shall establish from time to time. The Committee is authorized to levy a fee against the Accounts of Account Participants for the purpose of paying some or all of such expenses, except where the Employer elects to pay such expenses directly; *provided, however*, that any such fees shall be levied on a pro-rata basis from the Account Participant's various Accounts at any given time, including Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) Investment Expenses. Unless the Committee determines otherwise, brokerage fees, transfer taxes and any other expenses incident to the purchase or sale of securities for any Investment Option shall be deemed to be part of the cost of such securities, or deducted in computing the proceeds therefrom, as the case may be. The Administrative Service Agency shall appropriately deduct any taxes assessed in respect of any assets held, income received, or transactions effected under any Investment Option proportionately against any Accounts that are invested in such Investment Option.

11.8 Review of Claims.

(a) Initial Claim of Rights or Benefits and Review. Any claim to rights or benefits under the Plan, including, any purported Qualified Domestic Relations Order, or request for an Unforeseeable Emergency Withdrawal must be filed in writing with the Committee, or with such other entity as the Committee may designate. Within sixty days after receipt of such claim, the Committee, or such other entity designated by the Committee, shall notify the claimant and, if such claimant is not the Account Participant, any Account Participant against whose Plan Benefit the claim is made, that the claim has been granted or denied, in whole or in part. Notice of denial of any claim in whole or in part by the Committee, or by such other entity designated by the Committee, shall include the specific reasons for denial and notice of the rights granted by Section 11.8.

(b) Review of Decision. Any claimant or Account Participant who has received notice of denial or grant, in whole or in part, of a claim made in accordance with the foregoing Section 11.8(a) may file a written request within thirty days of receipt of such denial for review of the decision by the Review Committee. Within ninety days after receipt of such request for review, the Review Committee shall notify the claimant and, as applicable, the Account Participant, that the claim has been granted or denied, in whole or in part; *provided, however*, that the Review Committee may in its discretion extend such period by up to an additional 120 days upon notice to the claimant and, as applicable, the Account Participant, prior to expiration of the original ninety days that such additional period is needed for proper review of the claim. Notice of denial of any claim in whole or in part by the Review Committee shall include the specific reasons for denial and shall be final, binding and conclusive on all interested persons for all purposes.

11.9 Advisers. The Committee shall arrange for the engagement of legal counsel and certified public accountants, who may be counsel or accountants for the Employer, and other consultants, including an investment adviser, and make use of agents and clerical or other personnel, for

purposes of this Plan. The Committee may rely upon the written opinions of counsel, accountants and consultants, and upon any information supplied by the Trustee, a Financial Organization or Administrative Service Agency appointed in accordance with the Regulations.

11.10 Limitation on Committee Power. No member of the Committee shall be entitled to act on or decide any matters relating solely to such member or any of his or her rights or benefits under the Plan.

11.11 Committee Action. All actions of the Committee shall be taken at a public meeting in accordance with Article 7 of the Public Officers Law. The Committee shall establish its own procedures and the time and place for its meetings and provide for the keeping of minutes of all meetings.

11.12 General Requirements. Notwithstanding any other provision hereof, the Plan shall at all times be operated in accordance with the requirements of applicable law, including, the Regulations.

SECTION 12
AMENDMENT OR TERMINATION

12.1 Power to Amend and Terminate. Subject to any requirements of State or federal law, the Employer reserves the right at any time and with or without prior notice to any person to amend, suspend or terminate the Plan, to eliminate future deferrals and contributions for existing Participants, or to limit participation to existing Participants, in whole or in part and for any reason and without the consent of any Employee, Account Participant, Beneficiary or other person. No amendment, suspension or termination of any provisions of the Plan or any deferrals or contributions thereunder, the Trust Agreement or any Investment Option may be made retroactively, unless such retroactivity is allowed under State law, the Code and other applicable law.

12.2 Termination of Plan. Upon any action by the Employer to initiate a Plan termination, the Employer shall permit no further deferrals or contributions of Compensation under the Plan, and the Plan termination shall become effective upon the distribution of all Plan Benefits. After taking an action to initiate a Plan termination, the Employer may distribute all Plan Benefits to Account Participants or the Employer may provide that Plan Benefits and other interests in the Trust Fund shall continue to be payable as provided in the Plan. Any distributions, transfers or other dispositions of the Plan Benefits as provided in the Plan shall constitute a complete discharge of all liabilities under the Plan. The Committee and the Trustee(s) shall remain in existence and the Trust Agreement and all of the provisions of the Plan that the Employer determines are necessary or advisable for the administration and distribution, transfer or other disposition of interests in the Trust Fund shall remain in force.

SECTION 13
GENERAL LIMITATIONS AND PROVISIONS

13.1 Plan Binding on Account Participants. The Plan, as duly amended from time to time, shall be binding on each Account Participant and his or her Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries and all other interested persons.

13.2 No Right to Employment. Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment. The adoption and maintenance of the Plan shall not constitute a contract between the Employer and any individual or consideration for, or an inducement to or condition of, the employment of any individual.

13.3 Incapacitation or Incompetence. If the Administrative Service Agency shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a Beneficiary, Surviving Spouse or duly appointed legal representative or the time period during which a Beneficiary or Surviving Spouse could make a claim under the Plan has not elapsed) may, if the Administrative Service Agency so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Trustee to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan therefor.

13.4 No Alienation of Plan Benefits. Except insofar as may otherwise be required by a Qualified Domestic Relations Order or applicable law, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, garnishment, charge or encumbrance of any kind, and any attempt to so alienate such amount, whether presently or thereafter payable, shall be void.

13.5 Notices to the Committee. All elections, designations, requests, notices, instructions, and other communications from the Employer, an Employee, an Account Participant, or any other person to the Committee, Administrative Service Agency or the Employer required or permitted under the Plan shall be in such form as is prescribed by the Committee, shall be mailed by first class mail or delivered electronically in such a form and to such location as shall be prescribed by the Committee from time to time, and shall be deemed to have been given and delivered only upon actual receipt thereof at such location. Copies of all elections, designations, requests, notices, instructions and other communications from an Employee, a Participant, a Beneficiary, a Surviving Spouse or any other person to the Employer shall be promptly filed with the Administrative Service Agency in such a manner specified by the Administrative Service Agency.

13.6 Notices to Participants. All notices, statements, reports and other communications from an Employer, the Trustee or the Committee to any Account Participant, shall be deemed to have been duly given when delivered to, or when mailed by electronic delivery or other form of delivery approved by the Committee or by first class mail, postage prepaid and addressed to such Employee, Account Participant, Beneficiary, Surviving Spouse or other person at his or her

address last appearing on the records of the Administrative Service Agency, the Trustee or the Employer.

13.7 Trust Sole Source of Plan Benefits. The Trust Fund shall be the sole source of benefits under the Plan and, except as otherwise required by applicable law, neither the Committee, the Employer nor any officer or employee of an Employer assume any liability or responsibility for payment of such benefits, and each Account Participant, his or her spouse or Beneficiary, or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand therefor against the Committee or any member thereof, the Employer, or any officer or employee of an Employer. Nothing in Section 13.7 shall relieve an Employer of its obligation to defer or contribute Amounts Deferred or Contributed to the Trust Fund within two Business Days after the applicable payroll date, in the manner contemplated by Section 4.1.

13.8 Account Assets and Account Vesting.

(a) Account Assets Held in Trust Fund. The entire value of each Account for each Account Participant shall be held in the Trust Fund pursuant to the Trust Agreement for the exclusive benefit of the applicable Account Participant and for paying reasonable expenses of the Plan and of the Trust Fund pursuant to Section 11.7 and no part of the Trust Fund shall revert to any Employer; *provided, however,* that the setting-aside of any amounts to be held in the Trust Fund is expressly conditioned upon the following: If an amount is set aside to be held in the Trust Fund by an Employer in a manner which is inconsistent with any of the requirements of Section 457(b) of the Code, such amount shall be returned to such Employer prior to the first day of the first Plan Year commencing more than 180 days after the date of notification of such inconsistency by the Secretary of the Treasury. Any amounts so returned to the Employer, and the earnings thereon, shall be remitted to the Participants on whose behalf such amounts were set aside.

(b) Vesting. Each Account Participant shall be 100 percent vested at all times in his or her Plan Benefit.

13.9 Several Liability. The duties and responsibilities allocated to each person under the Plan and the Trust Agreement shall be the several and not joint responsibility of each, and no such person shall be liable for the act or omission of any other person.

13.10 Interpretation. (i) The term “including” means by way of example and not by way of limitation, and (ii) the headings preceding the sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof.

13.11 Construction. The Plan and all rights there under shall be governed by and construed in accordance with the Code and the laws of the State.

SCHEDULE A

Effective date of last completion or amendment of this Schedule A: _____

Instructions

This Schedule A and all later amendments to this Schedule A are part of the Plan document and should remain attached to the Plan document.

Schedule A is used by the Committee (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule A must be completed by the Committee in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule A is later amended by the Committee.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Committee Elections – Optional Plan Provisions

3.1(c) ROTH PROGRAM

Section 3.1(c) of the Plan permits Roth Contributions only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Roth Contributions will not be permitted under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

The Plan shall maintain a Roth Program under which Participants may make Roth Contributions to the Plan, which Roth Contributions will be made and separately accounted for in compliance with the relevant provisions of the Plan and the Code.

YES

NO

Effective date: _____

8.4(d) IN-PLAN ROLLOVER TO A ROTH ACCOUNT

Section 8.4(d) of the Plan permits Roth Contributions only if the Committee has checked YES above (permitting a Roth Program) and checked YES below allowing amounts that otherwise qualify as Eligible Rollover Distributions not attributable to Roth Contributions to be directly contributed to a Roth Account under the Plan. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Eligible Rollover Distributions may not be directly rolled over to a Roth Account under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

To the extent the Committee has resolved to implement and maintain a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant may elect to have the portion of his or her Eligible Rollover Distribution that is not attributable to Roth Contributions directly rolled over into a Roth Account in the Plan.

YES (do not check YES unless Roth Program is in effect)

NO

Effective date: _____

3.1(e) SUSPENSION OF DEFERRALS AND CONTRIBUTIONS FOLLOWING AN UNFORESEEABLE EMERGENCY WITHDRAWAL

Section 3.1(e) of the Plan allows the Employer automatically to suspend deferrals and contributions for six months following the date a Participant receives an Unforeseeable Emergency withdrawal only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a suspension of deferrals and contributions will not be required or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

A Participant's deferrals and contributions will be suspended for a period of six months following a distribution due to an Unforeseeable Emergency withdrawal.

YES

NO

Effective date: _____

7.2(b) AUTOMATIC DISTRIBUTION OF SMALL ACCOUNTS FOLLOWING A SEVERANCE FROM EMPLOYMENT

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances following a Severance from Employment only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution will occur following a Severance from Employment or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable following the Participant's Severance from Employment.

YES

NO

Effective date: _____

7.2(b) AUTOMATIC DISTRIBUTION OF INACTIVE SMALL ACCOUNTS

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances in inactive accounts only if the Committee has checked YES below and indicated the small account amount below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution of inactive small accounts will occur or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

7.2(b) Automatic Distributions after a Severance from Employment.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, upon an Account Participant's Plan Benefit falling below \$_____, [*Insert any whole dollar amount up to the dollar limit under Section 411(a)(11)(A) of the Code*] to the extent that the requirements of Section 7.2(a) of the Plan are met, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account in accordance with 7.2(b) of the Plan.

YES (do not check YES unless a permissible amount is specified above)

NO

Effective date: _____

7.3 PLAN LOANS FOR ACTIVE EMPLOYEES

Section 7.3 of the Plan allows active Employees to request a Plan loan only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted or, at a later time, prospectively (as of a specified effective date) to change a prior election under this section.

Participants who are active Employees shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES

NO

Effective date: _____

7.3(a) PLAN LOANS FOR PARTICIPANTS ON AN APPROVED LEAVE OF ABSENCE

Section 7.3(a) of the Plan allows Participants who are on an approved leave of absence to be eligible to request a Plan loan only if the Committee has checked YES above (permitting Plan loans for active Employees) and checked YES below extending the loan provisions to Participants on an approved leave of absence. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted for Participants on an approved leave of absence or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

Participants who are on an approved leave of absence from their Employer shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (do not check YES unless Plan Loans are authorized for active Employees)

NO

Effective date: _____

Committee Elections – Modification of Default Plan Provisions

7.3(f) DURATION OF LOAN GRACE PERIOD

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee permits Plan loans, the Plan document states that, unless the Committee makes an election below, any such loan will be in default if a Participant fails to make a required loan repayment within 90 days following the due date for such repayment. The Plan document refers to this period as the “Loan Grace Period.”

Section 7.3(f) of the Plan allows the Committee to specify a shorter Loan Grace Period by indicating a period of fewer than 90 days below and by indicating that such election will apply to Plan loans made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) a different Loan Grace Period by making a new election under this section.

The Loan Grace Period for purposes of Section 7.3(f) shall be _____ days [*a number of days greater than 0 but less than 90*] following the due date of a Participant’s scheduled loan repayment.

Effective date: _____

8.1(c)(i) and (iii) MINIMUM LUMP SUM AMOUNT

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the amount of a partial lump sum distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Lump Sum Amount.”

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Minimum Lump Sum Amount by indicating a dollar amount below and by indicating that such Minimum Lump Sum Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Lump Sum Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Lump Sum Amount by making a new election under this section.

The Minimum Lump Sum Amount shall be \$_____.

Effective date: _____

8.1(c)(ii) MINIMUM INSTALLMENT AMOUNT

Section 8.1(c)(ii) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in periodic monthly, quarterly, semi-annual or annual installments. The Plan document states that, unless the Committee makes an election below, the amount of an installment distribution cannot be less than \$100. The Plan document refers to this amount as the "Minimum Installment Amount."

Section 8.1(c)(ii) of the Plan allows the Committee to specify a different Minimum Installment Amount by indicating a dollar amount below and by indicating that such Minimum Installment Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Installment Amount by inserting the "none" or "0" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Installment Amount by making a new election under this section.

The Minimum Installment Amount shall be \$ _____.

Effective date: _____

8.1(c)(i) and (iii) MAXIMUM ANNUAL NUMBER OF PARTIAL DISTRIBUTIONS PER PLAN YEAR

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the maximum number of partial lump sum distributions in a Plan Year may not exceed 12. The Plan document refers to this amount as the "Maximum Annual Number of Partial Distributions."

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Maximum Number of Partial Distributions per Plan Year by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Maximum Number of Partial Distributions for a Plan Year by making a new election under this section.

The Maximum Annual Number of Partial Distributions for each Plan Year shall be _____.

Effective date: _____

8.1(e) DISTRIBUTION WAITING PERIOD

Section 8.1(c) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum or in installments. Section 8.1(e) of the Plan document also states that, unless the Committee makes an election below, a distribution will be delayed for 45 days if the distribution would result in the Participant having an account balance of less than \$500. The Plan document refers to this period as the "Distribution Waiting Period."

Section 8.1(e) of the Plan allows the Committee to specify a different Distribution Waiting Period by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Distribution Waiting Period by inserting the word "none" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Distribution Waiting Period for a Plan Year by making a new election under this Schedule A .

The Distribution Waiting Period shall be _____ days.

Effective date: _____