



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

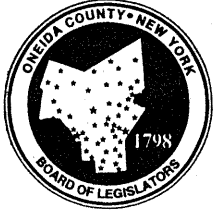
COMMUNICATIONS WITH DOCUMENTATION JANUARY 12, 2011

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2011-009 . . .	Read & Filed.....	
2011-010 . . .	Public Safety, Ways & Means	
2011-011 . . .	Public Safety, Ways & Means	
2011-012 . . .	Public Health, Ways & Means.....	
2011-013 . . .	Pubic Health, Ways & Means.....	
2011-014 . . .	Public Health, Ways & Means.....	
2011-015 . . .	Public Health, Ways & Means.....	
2011-016 . . .	Public Health, Ways & Means.....	
2011-017 . . .	Human Resources, Ways & Means	
2011-018 . . .	Human Resources, Ways & Means	
2011-019 . . .	Human Resources, Ways & Means	
2011-020 . . .	Ways & Means	

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ONEIDA COUNTY BOARD OF LEGISLATORS

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

January 10, 2011

FN 20 10 - 009

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

Honorable Members:

Pursuant to Article 2, Section 201 of the Oneida County Charter and Administrative Code, I hereby appoint the following legislators to serve on the six member bi-partisan Reapportionment Committee:

George Joseph, Chairman
David J. Wood
Edward P. Welsh

Richard A. Flisnik
Patricia A. Hudak
Michael J. Clancy

This committee will be charged with two tasks: the first will be to recommend a number for the size of the future Board. The recommendation for the size of the Board will be forwarded to the Board of Legislators in the form of a local law.

Secondly, following the release of the official census numbers, the Committee will reconvene to draw district boundaries.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 PM 1:51

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Mark C. Curley, Esq.

CONFIDENTIAL SECRETARY
Patricia A. Potter

SENIOR INVESTIGATOR
James J. Larabee

CONFIDENTIAL INVESTIGATOR
Christian M. Nebush

SPECIAL INVESTIGATOR
Nicholas J. LaBella

Oneida County Public Defender

Criminal Division

250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501

Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

Branch Offices

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Rome City Court
100 West Court Street
Utica, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

VIOLENT CRIMES SECTION
Patrick J. Marthage, Esq.
First Assistant Public Defender
David A. Cooke, Esq.
Assistant Public Defender
Paralegal, *Jennifer M. Compo*

MAJOR CRIMES SECTION
First Assistant Public Defenders
Tina L. Hartwell, Esq.
Robert R. Reittinger, Esq.
Assistant Public Defenders

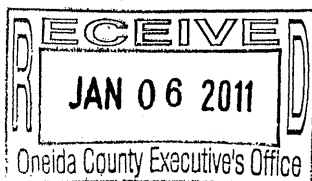
Ray A. Kyles, Esq.
Luke A. Nebush, Esq.
Adam P. Tyksinski, Esq.

CITY COURTS SECTION
David L. Arthur, Esq. – Rome
First Assistant Public Defender
Assistant Public Defenders
JoAnna R. Feiner, Esq. – Utica
Cory A. Zennamo, Esq. – Utica
Doreen M. St. Thomas, Esq.

PAROLE REVOCATION SECTION
James F. Kehoe, Esq.
First Assistant Public Defender

Wednesday, January 05, 2011

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



FN 20 11 - 010
**PUBLIC SAFETY
WAYS & MEANS**

Re: Certification of Section 606 Expenses

Carlos Colon, Jamal N. Findley, Shawn Foster, Charles Jenkins, Rodney E. Lindsay, Victor Ortega, Rendell Robinson, Jose Rodriguez, Pedro Torres, and Gary Willis, being inmates of the State of New York

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients,

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

Frank J. Nebush, Jr.
Frank J. Nebush, Jr.
Oneida County Public Defender, Criminal Division

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

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

Date 1-11-11

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 AM 11:28

**In the Matter of the Claim of the
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment
of Legal Expenses Incurred in the Defense of Inmates
of the State of New York

**AFFIDAVIT IN SUPPORT OF
CLAIM FOR PAYMENT OF
OF
SECTION 606 EXPENSES**

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.
2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.
3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit: **Carlos Colon, Jamal N. Findley, Shawn Foster, Charles Jenkins, Rodney E. Lindsay, Victor Ortega, Rendell Robinson, Jose Rodriguez, Pedro Torres, and Gary Willis**, being inmates of the State of New York pursuant to Section 606 of the Correction Law of the State of New York. A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

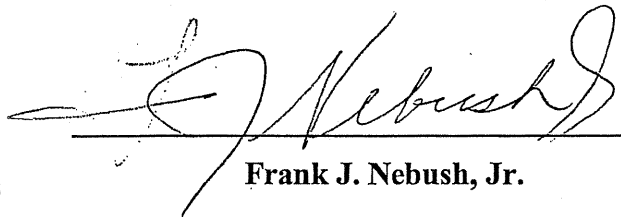
TOTAL OF EXPENSES

People v. Carlos Colon	\$1,851.10
People v. Jamal N. Findley	\$1,284.28
People v. Shawn Foster	\$1,285.99
People v. Charles Jenkins	\$941.92
People v. Rodney E. Lindsay	\$1,559.65
People v. Victor Ortega	\$769.26
People v. Rendell Robinson	\$1,303.38
People v. Jose Rodriguez	\$4,753.60
People v. Pedro Torres	\$504.74
People v. Gary Willis	\$863.90

TOTAL: \$15,117.82

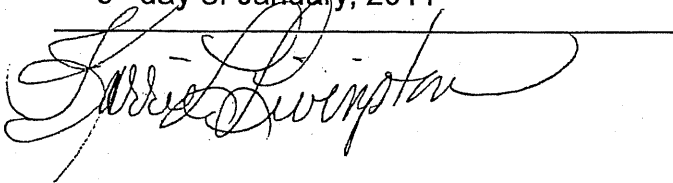
I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: January 5, 2011



Frank J. Nebush, Jr.

Subscribed and sworn to before me this
5th day of January, 2011



KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Oneida County

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of \$15,117.82 for undertaking the legal defense of:

Carlos Colon, Jamal N. Findley, Shawn Foster, Charles Jenkins, Rodney E. Lindsay, Victor Ortega, Rendell Robinson, Jose Rodriguez, Pedro Torres, and Gary Willis, being inmates of the State of New York, and

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



EMERGENCY MANAGEMENT Kevin W. Revere – Director
120 Base Rd * Oriskany, NY 13424 (315) 765-2526 * Fax (315) 765-2529

December 29, 2010

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

FN 20 11-011

PUBLIC SAFETY

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 AM 10:59

WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State of Homeland Security in the amount of \$317,101.00. These funds shall be used for the Homeland Security effort in Oneida County and will be used specifically for a 911 Back-Up Center. These funds are from FY'10 program year and must be expended by June 30, 2013. Please have the total amount placed into the Capital Project H-346.

Please seek the Oneida County Board of Legislators approval of the acceptance of this grant.. Also please ask for the board's approval to increase Capitol Project H-346 (Emergency Preparedness) \$317,101.00 to allow for the expenditure of these unanticipated funds on our Homeland Security efforts in Oneida County.

I am available at any time to further discuss this grant should you have any questions.

Sincerely,

Kevin W. Revere
Director

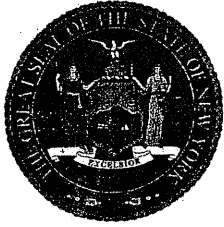
CC: T. Keeler, Budget
L. Dillon, County Attorney
J. Timpano, Audit and Control

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

Anthony J. Picente, Jr.
County Executive

Date 12/23/10

kmg



New York State Division of Homeland Security and Emergency Services

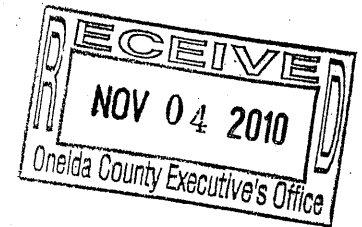
Office of Counter Terrorism – Office of Cyber Security –
Office of Emergency Management – Office of Fire Prevention and Control –
Office of Interoperable and Emergency Communications

David A. Paterson
Governor

John R. Gibb
Acting Commissioner

November 1, 2010

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



Dear Mr. Picente:

I am pleased to announce that Oneida County has been awarded \$497,000 under the FY2010 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer the funding on behalf of FEMA.

Your FY2010 SHSP award includes three allocations:

- **\$317,101 for the State Homeland Security Program (SHSP):** SHSP funding can be used to support a broad range of homeland security capabilities to address the threat of terrorism and other hazards in your County. As with the other elements outlined below, your SHSP projects and initiatives must comply with Federal grant guidelines and support the New York State Homeland Security Strategy.¹
- **\$138,713 for the State Law Enforcement Terrorism Prevention Program (SLETPP):** Per Federal guidelines, 27.9% of your total award must be directed towards law enforcement terrorism prevention activities. The SLETPP activities should be consistent with the efforts of your local Counter-Terrorism Zone (CTZ).
- **\$41,186 for the State Local Health Department Program (SLHDP):** The SLHDP program was created by DHSES, in cooperation with the NYS Department of Health (DOH), to assist with health emergency preparedness across the State. Your County Health Commissioner/ Public Health Director will use these funds to meet a set of contract deliverables developed by the NYS Department of Health.

Our federal grants program management office will work with Mr. Kevin Revere and Sgt. Ronald Townsend, your designated SHSP grant program points of contact, to provide additional administrative guidance. In order to provide these funds to you as quickly as possible your application(s) are due to DHSES not later than December 31, 2010.

¹ The NYS Homeland Security Strategy is available at: www.security.state.ny.us

We are pleased to acknowledge the outstanding work that Mr. Revere, Sgt. Townsend and your staff provide on your behalf regarding grant applications, contracts and required reports.

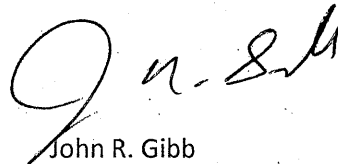
Your consideration of providing funding to other local government partners that coordinate their efforts in terrorism prevention and preparedness with your County government is also encouraged.

Finally, I would like to note the recent merger that created the NYS Division of Homeland Security and Emergency Services (DHSES). On July 1, several legacy State Offices merged to create the new DHSES, which has five core offices: Office of Counter Terrorism (OCT), Office of Cyber Security (OCS), Office of Emergency Management (OEM), Office of Fire Prevention and Control (OFPC), and the new Office of Interoperable and Emergency Communications (OIEC). This consolidation will allow the State to operate a single, multi-purpose agency focused on first responders and public safety, thus improving our coordination and outreach with local government.

On behalf of Governor Paterson, DHSES remains committed to providing you outstanding support in the administration of your homeland security initiatives. If you have any questions please feel free to contact me directly at (518) 402-2227.

Thank you for your continued support of New York State's homeland security program.

Sincerely,



John R. Gibb
Acting Commissioner



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

FN 20 11 - 012

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 AM 11:06

December 29, 2010

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

Dear Mr. Picente:

Attached for your approval and signature is the 2011 – 2012 Annual Implementation Plan (AIP) for Oneida County Office for the Aging/ Office of Continuing Care.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging/Office of Continuing Care funding application to the New York Office for the Aging(NYSOFA).

I, therefore respectfully request your review and approval for this Annual Implementation Plan (AIP) for Oneida County Office for the Aging/ Office of Continuing Care.

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 1-6-11

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 : (NYSOFA) New York State Office for the Aging

Title of Activity or Service: AIP (Annual Implementation Plan)

Proposed Dates of Operation: April 1, 2011 - March 31, 2012

Client Population/ Number to be Served : 12,000

SUMMARY STATEMENTS

1. Narrative Description of Proposed Services

Oneida County Office for the Aging/ Office of Continuing Care funding application to the New York State Office for the Aging (NYSOFA)

2. Program/Service Objectives and Outcomes

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

3. Program Design and Staffing Level

N/A

Total Funding Requested: \$ 6,486,470.00

Oneida County Department Funding Recommendation:

Proposed Funding Source: Account:

(Federal \$ 3,008,470.00 / State \$ 1,706,535.00 / County \$ 490,505.00 / Other \$1,277,675.00)

Cost per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

**ANNUAL IMPLEMENTATION PLAN
APRIL 1, 2011 - MARCH 31, 2012
FOR OLDER AMERICANS ACT
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,
CONGREGATE SERVICES INITIATIVE, STATE TRANSPORTATION PROGRAM,
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM,
CAREGIVER RESOURCE CENTER,
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM, AND
WEATHERIZATION REFERRAL AND PACKAGING PROGRAM**

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

Area Agency Information

Area Agency: Oneida County Office for Aging and Continuing Care County Code: 30
Director's Name: Michael J. Romano Title: Director
Address: 235 Elizabeth Street, Utica, New York 13501
City: Utica, New York Zip Code: 13501 Phone Area Code: 315 Number: 798 - 5456 Ext.

Name and Title of Chief Executive Officer

Name: Anthony J. Picente, Jr. Title: County Executive
Address: 800 Park Avenue
City: Utica, New York Zip Code: 13501
Phone Area Code: 315 Number: 798 - 5800 Ext.

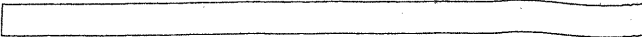
Official Authorized to Receive Payments

Name: Anthony Carvelli Title: Finance Commissioner
Address: 800 Park Avenue
City: Utica, New York Zip Code: 13501
Phone Area Code: 315 Number: 798 - 5798 Ext.

**Send to:
New York State Office for the Aging
Division of Finance and Administration
2 Empire State Plaza, 3rd Floor
Albany, NY 12223-1251**

**2011-12
Annual Implementation Plan
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PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Annual Implementation Plan (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	_____ to _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	January 1, 2011 to December 31, 2011	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2011 to December 31, 2011	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	January 1, 2011 to December 31, 2011	<input type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2011 to March 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2011 to March 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2011 to March 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
SNAP	April 1, 2011 to March 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2011 to March 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2011 to March 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIICAP	April 1, 2011 to March 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
WRAP	April 1, 2011 to March 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on page 31.

I certify that the information contained on the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 45 CFR part 76.

M. J. [Signature] 12/29/10
 Signature of Director of Area Agency on Aging Date

 Signature of Sponsoring Agency Executive Date
 (if other than county/City of New York/Native American Organization)

LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, Anthony J. Picente, Jr. being the Chief Executive Officer/Chairman of the Governing Board of this Oneida County (county/City of New York/Native American Organization), do hereby certify that:

1. The Oneida County OFA/OCC, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law.

- Community Services for the Elderly Program
- Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

 Signature (Use blue ink. "per" signature not acceptable) Date

Goals

Please check below the status of the goals/objectives that were listed in the AAA's 2008-12 Four Year Plan

There is no change in the AAA's goals and objectives.

The following goal(s) and objectives have been changed or added. Please list:

The following goal(s) have been met and has/have been deleted. Please list:

PUBLIC HEARINGS

1. Provide the following information on Public Hearings held for the SFY 2011-12 planning period.

Location	Date	Number Attending
Mohwak Valley Center for Refugees	11/04/2010	75
Vienna Methodist Church	11/10/2010	22
Arc Of Oneida-Lewis County's	11/11/2010	15
Lutheran Care	12/08/2010	14
South Rome Senior Center	12/17/2010	15

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]

YES *NO Date of notice publication:

c. Was the proposed Plan or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?

YES *NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of this plan?

YES *NO

e. For New York City only: Was at least one Public Hearing as described herein held in each borough?

YES *NO

If *NO to any of the above please explain:

PUBLIC HEARINGS (continued)

2. Briefly describe outreach efforts used in seeking input from institutionalized, homebound, limited English Proficiency, and/or disabled older individuals.

The public forums/planning sessions in 2010 for the 2011-12 program period focused primarily upon the culturally diverse and the underserved rural elderly in Oneida County. Public forums/planning sessions were held at the Mohawk valley Resource center for Refugees with the goal of reaching out to the communities' most culturally diverse population. Utilizing liaison established with a newly appointed Advisory Council member Alison Swartz public hearing was held on November 4th. This session included a mix of Karin, Burmese, African, and Spanish individuals with approximately 75 in attendance. The forum held on November 10th consisted primarily of rural elderly in the township of Vienna with approximately 22 in attendance. The elderly with developmental disabilities was the focus of the planning session held at the Arc of Oneida-Lewis County's on November 11th with approximately 15 in attendance. Nursing home populations was the focus of the session held at Lutheran Care on December 8th. A public hearing/planning session was also held on December 17th at the South Rome Senior Citizens Center in Rome.

3. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?

The public hearing/planning sessions were announced to each host agencies communication mechanisms. A combination of email distribution, flyers, and printed notices were distributed to ensure that attendance at each scheduled event.

4. Briefly summarize major issues discussed or raised at the public hearings.

Major issues identified during the discussion at the public forum/planning sessions included the following issues: • Access to healthcare; • Use of digital technology for health wellness and chronic disease management; • Community involvement to assist with unmet needs of the elderly i.e. intergenerational support; • Lack of information on availability of services to isolated segments of the community i.e. Town of Vienna residents and non-English speaking groups; • Decrease in funding for services and programs; • Need for an increase volunteer support services; • Spirituality and creativity in aging; • Gaps in services during hospital discharge transition perio

PUBLIC HEARINGS (continued)

5. List major changes in the Area Plan resulting from input by attendees at the hearings. Or, if appropriate, put a checkmark below.

Not applicable, no major change(s)

Major changes in Area Plan:

6. Did the AAA Advisory Council comment prior to the submission of the Plan to NYSOFA? [9 NYCRR 6653.2 (f)]

*YES NO

If *YES, please summarize the comments of the Advisory Council:

7. Provide the date the Area Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA.

Date: 12/21/2010

PUBLIC HEARINGS (continued)

5. List major changes in the Area Plan resulting from input by attendees at the hearings. Or, if appropriate, put a checkmark below.

Not applicable, no major change(s).

Major changes in Area Plan:

6. Did the AAA Advisory Council comment prior to the submission of the Plan to NYSOFA? [9 NYCRR 6653.2 (f)]

*YES NO

If *YES, please summarize the comments of the Advisory Council:

7. Provide the date the Area Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA.

Date: 12/21/2010

DEMOGRAPHIC DATA AND TARGETING OBJECTIVES

	A. 2000 Census*	B. Total Number: Registered Clients	C. Number to Be Served**
1. Total number of persons aged 60+ in the PSA:	48,607	2,505	
2. Total number of persons projected to be served under this plan during the period 4/1/2011-3/31/2012:			12,000
3. ** Please provide a breakdown for the total on line 2 as follows:			
a)Low Income (below 150% of poverty)	8,440	674	3,500
b)Low Income Minority (below 150% of poverty)	625	55	200
c)Frail/Disabled	13,912	2,132	4,100
d)Aged 75-84	20,478	796	5,050
e)Aged 85+	5,436	922	1,800
f)Live Alone	13,683	1,172	3,800
g)Rural***	14,439		3,200
h)Limited English Proficiency***	780		200
Clients by Ethnicity			
i)Hispanic	317	30	85
Clients by Race			
j)Native American/Alaskan Native	49	3	15
k)Asian	252	10	78
l)Black	1,017	90	300
m)Native Hawaiian/Pacific Islander	7	0	5
n)White	46,733	2,208	11,520

* The pre-printed census figures (Column A) and CAARS data (Column B) are only provided on the web-based version of this form.

** Targeted groups include low income, low income minority, frail/disabled, Limited English Proficiency, Hispanic, Native American/Alaskan Native, Asian, Black and Native Hawaiian/Pacific Islander.

***Please see Guide for Completion for definitions of Rural and Limited English Proficiency.

4. If the AAA did not achieve targeting objectives set forth in its 2009-10 AIP, specify the planned changes from the Four Year Plan 2008-12 targeting activities for this period at the system, program and client levels. Indicate how these changes are designed to increase participation of unserved and underserved elderly in greatest social or economic need, particularly those individuals who are low income minority elderly. (In determining whether past targeting objectives were achieved, see CAARS36. For information on NYSOFA's targeting policies, refer to 92-PI-30.)

WORD Document Attached

AREA AGENCY PROGRAM AND SERVICES INFORMATION

A. NUTRITION (Refer to 92-TAM-3, 2/26/92 and the Instructions for Completion of the Annual Implementation Plan, Section A, for information related to compliance with NYSOFA Regulations)

1. Nutrition services funded under Title III-C, III-E, EISEP, SNAP, CSE, other:

a. Are any operational changes in nutrition sites or food preparation sites (kitchens, caterers) planned or projected for SFY 2011-12?

*YES NO

If *YES, please list the site(s) that are proposed to be changed, the type of change and when the change is projected to take place. List one site per line.

Nutrition Site Changes

NAME OF SITE/LOCATION	TYPE OF CHANGE	DATE OF CHANGE
-----------------------	----------------	----------------

b. Total number of Registered Dietitian (RD) service hours per week planned or projected for SFY 2011-12: 15.00

c. Of the above total: 15.00 hours of RD services are provided by RD who is on staff or is a consultant to the AAA. (Do not include hours of the RD who is employed by a nutrition or meal program provider.)

d. Are there long-term (3 months or more) vacancies in the following positions?

Fulltime oversight staff person *YES NO

Registered Dietitian/Certified Dietician Nutritionist *YES NO

If *YES, describe your plan for filling the position(s), including estimated (anticipated) completion date.

2. Health Promotions Services funded under Title III-D, EISEP, CSE, CSI, and Other:

- a. Health Promotion
- Medication Management*
 - Evidence-based Health Promotion Programs
 - Home Injury Control
 - Preventive Nutrition Services
 - Other (briefly describe):
- *This service must be provided under Title III-D
- Routine Health Screening
 - Physical Fitness Programs
 - Mental Health Services
 - Medicare Preventive Services

b. If your AAA operates or plans to implement one of the recognized evidence-based nutrition or health promotion programs, please indicate which ones(s) you operate (or plan to implement). Also list local partners involved in operating or supporting your program.

	PROGRAM 1	PROGRAM 2
LOCAL PROGRAM NAME	TBD	
Evidence-based model used	CDSMP	
If "Other Program" is selected for the model, please describe:		
Date begun or planned to begin	June 1, 2011	
Partners	Oneida County Health Department	
Target population	60+	
Number of participants	250	
	PROGRAM 3	PROGRAM 4
LOCAL PROGRAM NAME		
Evidence-based model used		
If "Other Program" is selected for the model, please describe:		
Date begun or planned to begin		
Partners		
Target population		
Number of participants		

This list of evidence-based health promotion programs has research-based health-related outcomes. When considering the utilization of your Title III-D funding, NYSOFA encourages AAAs to adopt evidence-based health promotion programs. Some are easier to implement and maintain than others, and some require professional level staff to deliver while others are largely delivered by trained volunteers.

NYSOFA is working with several of these programs to build capacity for greater delivery of evidence-based programs to older adults statewide. The following table contains a variety of evidence-based health promotion programs for your consideration. They are grouped by health concern addressed. Items starred indicate programs where there has been a concerted effort in NYS to build capacity and experience around the delivery of the program. Like evidence-based disease prevention programs (EBDP) with one star, items with two stars are also AOA pre-approved or recognized (EBDP) programs. NYSOFA encourages you to consider each program in light of the experience that your county has had with EBDPs, budgetary constraints and the needs of your community's older adults.

If you are running a CDSMP are you using ARRA funding?

- YES NO BOTH (ARRA and Non ARRA)

B. TITLE III-E NEW YORK ELDER CARE CAREGIVER SUPPORT PROGRAM
(Refer to 01-PI-07, 4/2/01; 01-PI-19/AIP Attachment E, 9/5/01; 02-IM-07, 4/30/01; Summary of NY Eldercare Support Program Questions & Answers, 5/16/01; the 2010-11 Guide for Completion of the Annual Implementation Plan; and the 2010-11 Standard Assurances.

1. **Services for Caregivers of Older People Who Are 60 and Over and Caregivers for Individuals of any age with Alzheimer's disease or Related Disorder:** At least one service under each component must be available to caregivers. Please check the appropriate column of the funding source planned to support the service(s) you intend to provide. When III-E funds are being used (whether the sole source or in combination with other funding sources) () the III-E box *only* and omit listing the other funding sources. "Other" funding sources are required to be identified in the "Other" column; () *only when no III-E funds are being used to pay for the service.*

Service Categories	Funding Sources		
	III-E	OTHER	IDENTIFY:
Information			
Outreach	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Public Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Assistance			
Information and Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Case Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
Counseling, Support Groups, Training (Only one required, but may provide all three)			
Counseling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Support Groups	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Respite			
Personal Care Level I	<input type="checkbox"/>	<input type="checkbox"/>	
Personal Care Level II	<input type="checkbox"/>	<input type="checkbox"/>	
Home Health/Aide	<input type="checkbox"/>	<input type="checkbox"/>	
In-home Contact and Support <i>(supervision of care receiver or friendly visiting)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Social Adult Day Care	<input type="checkbox"/>	<input type="checkbox"/>	
Adult Day Health Care Services	<input type="checkbox"/>	<input type="checkbox"/>	
Overnight Adult Home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Overnight Nursing Home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
Supplemental Services			
PERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Home Delivered Meals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	

*See Standard Assurance No. 30D - eligibility requirements for "frail" individuals.

2. Optional Components of Title III-E Caregiver Support Program: (Check only those services to be funded by Title III-E):

- Not applicable, AAA does not plan to provide any optional components with Title III-E funds.
- The AAA does plan to provide services to caregivers of persons with disabilities who are 60 and over:**
- Information Assistance Counseling Support Groups Training
- Respite (list types)
- Supplemental Services (list types) PERS; HDM

Services for caregiving grandparents and older relatives (to receive services, grandparents/relatives must be 55 years or older):

- The AAA does plan to provide services to grandparents/relatives of children age 18 or younger (including persons with disabilities)**
- Information Assistance Counseling Support Groups Training
- Respite (list types)
- Supplemental Services (list types)

The AAA does plan to provide services to grandparents/relatives of children with disabilities between the ages of 19-59.

- Information Assistance Counseling Support Groups Training
- Respite (list types)
- Supplemental Services (list types)

C. Caregiver Resource Center {CRC}(applies only to the NYS's 17 State Funded Programs)

The AAA has designated a physical location(s) as the CRC YES NO

Please check the activities that are provided through the CRC*:

- Resource Library
- Training
- Support Groups
- Counseling
- Information & Assistance
- Public Information
- Other: Specify

Specify any special needs populations that will be served:

*Note: All CRC activities continue to be included on page 17 (State & All Other Programs - Service Delivery and Resource Allocation Plan) on line 19, "Caregiver Services."

D. Caregiver Services Funded by Other Sources (e.g., Title III-B, CSE)

Caregiver Services (Do not include Caregiver Services funded with Title III-E or CRC funds)

- Presentation to groups Training Support group meetings
- Individual counseling Resource library
- Other (briefly describe)

E. Health Insurance Information, Counseling and Assistance Program (HIICAP) - Local programs will assist Medicare Beneficiaries to identify, understand and enroll in appropriate public and private health insurance coverage options available to Medicare beneficiaries. These programs and plans include: Medicare Prescription Drug Coverage, Medicare Prescription Drug Low Income Subsidy (LIS), Medicare Advantage Plans, Medicare Supplemental Insurance policies, Medicare Savings Programs, EPIC, and long-term care insurance etc.

1. Summarize the AAA's plan for managing the HIICAP program in a way that meets the requirements of CMS (Centers for Medicare and Medicaid Services) while reaching those most in need of one-on-one counseling and assistance services. Please include specific information on staffing, sites, program emphasis and outreach plans in this narrative.

Oneida County Office for the Aging/Continuing Care continues to operate and staff two (2) community based counseling centers. The locations are the Ava Dorfman Senior Citizens Civic Center, 305 East Locust Street Rome, NY 13440 and at North Utica Senior Citizens Community Center 50 Riverside Drive Utica NY 13502. The program will employ (1) full time staff and one (1) part time staff who are trained HIICAP Counselors. The Rome Center in opened Monday through Friday with hours from 9:30-2:30 with one part time counselor present during those hours. The North Utica Community Center is maintained by one (1) full time counselor and one (1) part time counselor. The hours in which counseling is available is from 10:00 a.m. to 12:00 p.m. and 1:30 p.m. to 3:30 Monday through Friday. The HIICAP Counselor/Coordinator is located at the OFA/OCC Administrative office at 235 Elizabeth Street Utica NY 13501. The Coordinator/Counselor handles all the calls that come into the central designated number for HIICAP as well and day to day program operation. Office for the Aging/Continuing Care staff member June Hanrahan will continue to over see the program and is responsible for technical assistance and supervision. Monthly articles are written and put in Prime Time which is a free paper published by Rome Sentinel Company for seniors and is delivered to 1500 HDM clients and to news stands throughout Oneida County. Oneida County HIICAP maintains 8 professional volunteers. Office for the Aging case managers also have monthly site visits at various site around the county and provide information and assistance and refer to the HIICAP counselors when needed.

2. Briefly describe any planned changes to your program for the next program year. Do you anticipate any changes for 4/1/11-3/31/12?

- | | | |
|-----------------------|----------------------------|-------------------------------------|
| 1. Staffing | <input type="radio"/> *YES | <input checked="" type="radio"/> NO |
| 2. Program Operations | <input type="radio"/> *YES | <input checked="" type="radio"/> NO |
| 3. Subcontractor | <input type="radio"/> *YES | <input checked="" type="radio"/> NO |
| 4. Outreach | <input type="radio"/> *YES | <input checked="" type="radio"/> NO |
| 5. Other | <input type="radio"/> *YES | <input checked="" type="radio"/> NO |

If *YES, please explain:

3. Provide information on strategies your HIICAP will use to meet the requirements for low-income outreach and enrollments utilizing ZIP Code data provided by CMS. Please include how you will coordinate with local community-based agencies and EPIC during this program year.

Oneida County Office for the Aging/Continuing Care can use the information provided by CMS to target low-income individuals by holding information, education, and enrollment sessions utilizing established senior focal points in those areas. OFA/OCC will also plan to use this information provide by CMS to perform a mailing to disseminate program information to ensure that low income individuals in those target areas are reached. Oneida County Office for the Aging/Continuing Care HIICAP Program will also continue to work closely with NYS EPIC and the local Social Security Office in order to target low income individuals. HIICAP counselors will continue to participate with the County Health Department and other health and human service organizations to provide outreach activities though annual health fairs other community events.

4. Describe the work your HIICAP is doing under the MIPPA initiative to assist low-income clients with LIS and MSP applications. Be sure to add any information on new initiatives, new sites, EPIC and additional outreach efforts under this project.

Office for the Aging/Continuing Care will continue to provide services under the Medicare Improvements for Patients and Providers Act by providing counseling services through the HIICAP Counselors. OFA/OCC HIICAP plans to provide outreach activities in rural townships which include, but are not limited to, the townships of Steuben, Verona, and Boonville. Utilizing the HIICAP counseling staff and professional volunteers OFA/OCC will also conduct Medicare Part D education and outreach activities in Senior Housing, Senior Centers, and other local community agencies. Medicare Part D information will also be provided through articles in the PrimeTime monthly senior publication and to low-income culturally diverse persons through the Mohawk Valley Centers for Refugees. MIPPA counseling is also provided by HIICAP Counselors at both counseling sites in Utica and Rome. Counseling includes assisting clients with the on line applications process and mailing LIS and MSP application to consumers who contact HIICAP staff for information and assistance.

5. Please enter the number of HIICAP Volunteers that your county currently has: 8

6. How many sites (including your AAA Offices) does your HIICAP use for counseling, enrollment assistance and other HIICAP activities? (Include sites that are operated by subcontractors, partners and community agencies if utilized by HIICAP trained staff.) 3

7. Provide a brief narrative on how you will incorporate SMP fraud and abuse education into your counseling sessions, outreach events and training programs. Please describe any new approaches your program has developed to fight Medicare fraud and abuse.

Oneida County Office for the Aging/Continuing Care HIICAP Program plans to incorporate SMP fraud and abuse education by providing SMP printed educational material to individuals who attend health fairs and informational presentations and workshops sponsored and/or attended by OFA/OCC HIICAP personnel. A SMP CD presentation is also shown by the HIICAP staff at community presentations to create awareness about Medicare fraud as well as educate seniors on how to protect themselves from becoming a victim of fraud and abuse

F. Weatherization Referral and Packaging Program (WRAP) - Packages resources by bringing together many different but complementary services to provide an individualized, comprehensive, long-term solution to the energy problems of the frail and low income elderly.

1. Does your program utilize "Last Resort Funding"?

*YES NO

If *YES, how much? \$45913.00

2. Is your WRAP, or any part of it, subcontracted to another agency?

YES NO

3. Do you anticipate any changes to the following for 4/1/11 to 3/31/12?

- 1. Staffing *YES NO
- 2. Program Operations *YES NO
- 3. Subcontractor *YES NO
- 4. Outreach *YES NO
- 5. Other *YES NO

If *YES, explain:

A new Program Coordinator has been hired by the North Utica Community Center to perform both housing case management and WRAP functions. All programmatic policies and procedures are currently being reviewed and updated by the new Program Coordinator.

G. GENERAL SERVICES: Please provide the following information regarding services the area agency intends to administer during the 2011-12 Annual Implementation Plan. Please refer to 05-PI-01, 01/06/05, "Standard Definitions for Services and Units of Service." Brief narrative information regarding agency services may be added, but is not required.

1. Information and Assistance

- Information
- Tax Counseling
- Other (briefly describe)
- Benefits counseling
- Case assistance
- Referral
- Housing assistance

2. In-Home Contact and Support

- Friendly visiting
- Telephone reassurance
- Other (briefly describe) Bill Payer Services; Elder Abuse Prevention
- Shopping assistance
- Supervision services

3. Outreach

- Face to face
- Telephone

4. Transportation

- a. Service Design
 - Demand
 - Fixed route

b. Type(s) of activities planned for 2010-11:

- To medical appointments
- To visit friends & relatives
- Other (briefly describe)
- To program sites & senior centers
- Shopping assistance

Narrative Information:

H. Other NYSOFA Funding and Services: Please check the box(es) to indicate programs that your AAA administers and enter the amount of funding anticipated for the coming program period. Include the funding amount on the line indicated under the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan on page 17 of this AIP.

Program Name	Services Provided	Funding Amount	'All Other Programs' Column - Line #
<input checked="" type="checkbox"/> Title V	Employment Services	85,138	21 (Other Services)
		3,547	22 (Area Plan Admin.)
<input checked="" type="checkbox"/> Title VII	Ombudsman Services	17,162	20 (LTC Ombudsman)
<input checked="" type="checkbox"/> State LTCOP	Ombudsman Services	16,529	20 (LTC Ombudsman)
<input type="checkbox"/> Foster Grandparents	Volunteer Services Program	0	21 (Other Services)
<input type="checkbox"/> RSVP	Volunteer Services Program	0	21 (Other Services)
		0	Other: Enter Line#:
<input type="checkbox"/> Grants-In-Aid	Various	0	Determined by AAA Enter Line#(s) below:
<input type="checkbox"/> Caregiver Resource Center (State Funded)	Information & Assistance	0	13 (Information & Assistance)
	Caregiver Services	0	19 (Caregiver Services)
<input type="checkbox"/> HEAP	Energy Assistance	0	21 (Other Services)
<input checked="" type="checkbox"/> WRAP	Weatherization Services	62,938	21 (Other Services)
<input checked="" type="checkbox"/> HIICAP/SMP	Health Insurance Information, Counseling and Assistance	65,959	13 (Information & Assistance)
		0	21 (Other Services)
<input checked="" type="checkbox"/> NY Connects	Information & Assistance	39,173	13 (Information & Assistance)
	Public Education	12,500	21 (Other Services)
	Planning/Implementation/Admin.	0	22 (Area Plan Admin.)
<input checked="" type="checkbox"/> State Funded Transportation	Transportation	5,550	9 (Assisted Trans/Escort)
		5,550	10 (Transportation)
<input checked="" type="checkbox"/> Other; specify	M/A	926,266	Line #: 6,13,14
<input checked="" type="checkbox"/> Other; specify	Other Services-Admin	110,425	Line #: 22
<input checked="" type="checkbox"/> Other; specify	County LTCOP	2,189	Line #: 21
TOTAL			1,352,926

Sub-Totals:
Line 9: 5,550
Line 10: 5,550
Line 13: 105,132
Line 19: 0
Line 20: 33,691
Line 21: 160,576
Line 22: 3,547
GIA: 0
Other lines: 1,038,880
TOTAL: 1,352,926

I. Other Services: Complete the following to identify and describe all services/programs included on Line 21 in the federal, state or other funding Columns, on the "Services Delivery and Resource Allocation" pages, 16 & 17. Examples might include: Senior ID cards, medical equipment loan programs, public information, home modifications, assistive devices/technology, laundry service etc.

AIP PROGRAM SERVICES - OTHER SERVICES

1. Name/Description of Service/Program: MIPPA SHIP ADRC

Directly Provided [] Subcontracted []

Briefly describe the service: Medicare Improvements for Patients and Providers Act Beneficiary Outreach and Assistance. Medicare counseling and education

Amount of Funding for this Service: 16,687

Funding Sources (List all): Federal

2. Name/Description of Service/Program: DSS WRAP

Directly Provided [] Subcontracted []

Briefly describe the service: Weatherization and environmental modifications for low income disabled individuals under the age of 60

Amount of Funding for this Service: 24,065

Funding Sources (List all):

3. Name/Description of Service/Program: MIPPA

Directly Provided [] Subcontracted []

Briefly describe the service: Medicare Improvements for Patients and Providers Act Beneficiary Outreach and Assistance. Medicare counseling and education

Amount of Funding for this Service: 6,830

Funding Sources (List all): Federal

4. Name/Description of Service/Program: VDHCBBS-CLP

Directly Provided [] Subcontracted []

Briefly describe the service: Veterans Directed Community Based Home Care. Flexible consumer directed services for veterans as referred by the Syracuse VA Medical Center

Amount of Funding for this Service: 400,000

Funding Sources (List all): Federal

Total Funding for all Other Services: \$447,582

New York State Office for the Aging
 Federal Programs - Service Delivery and Resource Allocation Plan

Service Categories	Dir	Sub	Grand Total Units All sources (Pages 16 & 17)	Grand Total Funding \$ All sources (Pages 16 & 17)	Title III-B Units	Title III-B Funding \$	Title III-C-1 Units	Title III-C-1 Funding \$	Title III-C-2 Units	Title III-C-2 Funding \$	Title III-D Units	Title III-D Funding \$	Title III-E Units	Title III-E Funding \$
1. Personal Care Services														
a. Personal Care Level II(c)			27,273	487,705	0	0	0	0	0	0	0	0	0	0
b. Personal Care Level I(c)			5,687	94,973	0	0	0	0	0	0	0	0	0	0
2. Consumer Directed In-Home Services			0	0	0	0	0	0	0	0	0	0	0	0
3. Home Health Aide(c)			302,006	1,706,335	0	0	0	0	0	0	0	0	0	0
4. Home Delivered Meals			26,625	319,306	0	0	0	0	0	0	0	0	0	0
5. Adult Day Services			53,471	1,236,346	5,323	127,751	64,000	361,600	90,000	508,500	0	0	0	0
6. Case Management(a)			64,000	361,600	0	0	0	0	0	0	0	0	0	0
7. Congregate Meals (Total)			300	300	0	0	0	0	0	0	0	0	0	0
a) NSIP Ineligible Cong. **			63,700	63,700	0	0	0	0	0	0	0	0	0	0
b) NSIP Eligible Cong.			134	13,037	0	0	0	0	0	0	0	0	0	0
8. Nutrition Counseling			403	6,050	33	500	0	0	0	0	0	0	0	0
9. Assisted Trans/Escort			463	6,050	33	500	0	0	0	0	0	0	0	0
10. Transportation(a)			385	23,000	385	25,000	0	0	0	0	0	0	0	0
11. Legal Assistance(b)			174	16,207	0	0	0	0	0	0	0	0	0	0
12. Nutrition Education			50,320	837,245	8,132	142,327	1,200	22,055	2,859	48,266	0	0	0	0
13. Information & Assistance(a)			65	1,872	10	487	0	0	0	0	0	0	0	0
14. Outreach(a)			1,024	16,386	0	0	0	0	0	0	0	0	0	0
15. In-Home Contact & Support (c)			0	0	0	0	0	0	0	0	0	0	0	0
16. Sen. Center/Rec & Education			48	9,626	0	0	0	0	0	0	0	0	0	0
17. Health Promotion			2,800	70,000	0	0	0	0	0	0	0	0	0	0
18. Personal Emergency Response			51	1,272	0	0	0	0	0	0	0	0	0	0
19. Caregiver Services(c)			245,339	355,926	0	0	0	0	0	0	0	0	0	0
20. LTC Ombudsman			0	0	0	0	0	0	0	0	0	0	0	0
21. Other Services			57,757	57,757	0	0	0	0	0	0	0	0	0	0
22. Area Plan Administration			5,864,407	5,864,407	0	0	0	0	0	0	0	0	0	0
23. Total			5,864,407	5,864,407	354,332	354,332	413,500	413,500	389,800	389,800	19,610	19,610	19,610	19,610

(a) These services constitute Access Services under Title III-B for the purpose of meeting the priority services requirement of 20%.
 (b) These services constitute Legal Services under Title III-B for the purpose of meeting the priority services requirement of 7%.
 (c) These services constitute In-Home Services under Title III-B for the purpose of meeting the priority services requirement of 2.5%.
 (d) These services are subject to limitations on expenditures for Supportive and Access services, (lines 9, 10, 13-16) under Title III-C, Line 15. In-Home Contact & Support may only include Shopping Assistance under Titles III-C-1 and III-C-2.
 (e) Reference is made to the General Accounting Manual, Section 299.00, for information regarding the reporting of these services included in each of the five Title III-E Service Categories. Supplemental Services are limited to 20% of the total Title III-E budget.
 * AIP Period will not correspond with most Federal program periods.
 ** NSIP - Nutrition Services Incentive Program (formerly Cash-in-Lieu of Commodity Foods)

New York State Office for the Aging
 State Programs - Service Delivery and Resource Allocation Plan

Service Categories	EISEP Units	EISEP Funding \$	CSE Units	CSE Funding \$	CSI Units	CSI Funding \$	SNAP Units	SNAP Funding \$	Other Programs Units	Other Programs Funding \$	Other Programs Funding Sources
1. Personal Care Services											
a. Personal Care Level II	27,273	\$487,705(a)	0	\$0					0	\$0	
b. Personal Care Level I	5,687	\$94,973(a)	0	\$0					0	\$0	
2. Consumer Directed In-home Services	0	\$0(a)	0	\$0					0	\$0	
3. Home Health Aide											
4. Home Delivered Meals	0	\$0(a&b)	0	\$0			97,000	\$548,050	114,300(c)	\$645,795	DSS;SNH; PP; OFA
5. Adult Day Services	14,616	\$332,528	26,625	\$319,500						\$0	
6. Case Management			1,669	\$38,389			1,326	\$31,098	27,885	\$662,276	MA
7. Congregate Meals (Total)	0	\$0(a&b)	0	\$0					0	\$0	
a) NSIP Ineligible Cong.**	0	\$0(a&b)	0	\$0					0	\$0	
b) NSIP Eligible Cong.	0	\$0(a&b)	0	\$0			61	\$5,257	0	\$0	
8. Nutrition Counseling	0	\$0(a&b)	0	\$0							
9. Assisted Trans/Escort	0	\$0(a&b)	0	\$0					370	\$5,550	NYSOFA
10. Transportation	0	\$0(a&b)	0	\$0					370	\$5,550	NYSOFA
11. Legal Assistance											
12. Nutrition Education							95	\$9,025	0	\$0	
13. Information & Assistance			849	\$13,589	1,056	\$16,370	2,318	\$40,180	29,214	\$467,424	HIICAP, NYConnects, MIPPA
14. Outreach			46	\$936							
15. In-Home Contact & Support	0	\$0(a&b&c)	1,024	\$16,386							
16. Sen. Center/Rec & Education											
17. Health Promotion	0	\$0(a&b)	0	\$0					0	\$0	
18. Personal Emergency Response	2,760	\$69,000(a&b)	0	\$0					0	\$0	
19. Caregiver Services											
20. LIC Ombudsman										\$35,880	
21. Other Services										\$220,339	
22. Planning/Implementation/Admin.										\$110,525	See Pages 13-15
Total		\$1,032,813		\$48,607		\$16,370		\$656,836		\$2,153,339	

(a) See Standard Assurance 39 (b) & (c) *Applicable to EISEP* and pages 27-29 of the Guide for Completion for limitations on services provided under EISEP.

(b) See page 15 of the Guide for Completion for information regarding these EISEP services.

(c) Enter the number of LTHHCP (or other non-NSIP eligible) meals 114,300

(d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: \$ 0 Ancillary Services: \$ 0

(e) Enter the amount of In-home Contact & Support Services provided as: Non-Institutional Respite: \$ 0 Ancillary Services: \$ 0

Application For Funding
 Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E

Budget Category	Title III-B Area Plan Admin.	Title III-B Services	Total III-B Budget	Title III-C1 Area Plan Admin.	Title III-C1 Services	Title III-C1 Budget	Total III-C1 Budget	Title III-C2 Area Plan Admin.	Title III-C2 Services	Title III-C2 Budget	Total III-C2 Budget	Title III-D Area Plan Admin.	Title III-D Services	Title III-E Area Plan Admin.	Title III-E Services	Total III-E Budget**
1. PERSONNEL	\$42,890	\$49,493	\$92,383	\$16,436	\$25,791	\$42,227	\$42,227	\$17,162	\$15,981	\$33,143	\$33,143	\$3,714	\$10,982	\$10,982	\$22,473	\$33,455
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	42,890	49,493	92,383	16,436	25,791	42,227	42,227	17,162	15,981	33,143	33,143	3,714	10,982	10,982	22,473	33,455
2. FRINGE BENEFITS	12,867	14,848	27,715	4,930	7,737	12,667	12,667	5,149	4,794	9,943	9,943	1,115	3,295	3,295	6,093	9,388
			30.00% ^(a)			30.00% ^(a)	30.00% ^(a)									28.06% ^(a)
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. TRAVEL	0	350	350	0	2,000	2,000	2,000	0	1,200	1,200	1,200	327	0	0	0	0
5. MAINTENANCE & OPERATIONS	0	16,024	16,024	0	6,443	6,443	6,443	0	4,878	4,878	4,878	690	0	0	16,084	16,084
6. OTHER EXPENSES	0	875	875	0	450	450	450	0	325	325	325	270	0	0	620	620
7. SUBCONTRACTS	2,000	214,975	216,975	2,750	368,398	371,148	371,148	1,500	538,812	540,312	540,312	13,500	3,000	3,000	127,787	130,787
8. FOOD																
9. TOTAL BUDGET (Lines 1-8)	\$57,757	\$296,565	\$354,322	\$24,116	\$389,453	\$413,569	\$413,569	\$23,811	\$565,990	\$589,801	\$589,801	\$19,616	\$17,277	\$17,277	\$173,057	\$190,334
10. Less Anticipated Income																
11. Less NSIP/COMMODITY FOOD		825	825		98,500	98,500	98,500		110,000	110,000	110,000				3,800	3,800
12. NET TOTAL (Line 9 Less Lines 10 & 11)	\$57,757	\$295,740	\$353,497	\$24,116	\$248,073	\$272,189	\$272,189	\$23,811	\$395,690	\$419,501	\$419,501	\$19,616	\$17,277	\$17,277	\$169,257	\$186,534
13. FEDERAL FUNDS REQUESTED	43,317.00	240,225.00	283,542.00	18,087.00	223,262.00	241,349.00	241,349.00	17,858.00	273,552.00	291,410.00	291,410.00	17,654.00	12,957.00	12,957.00	125,793.00	138,750.00
	75.00% ^(b)	81.23% ^(b)	79.72% ^(b)	75.00% ^(b)	90.00% ^(b)	90.00% ^(b)	90.00% ^(b)	75.00% ^(b)	69.13% ^(b)	70.00% ^(b)	70.00% ^(b)	90.00% ^(b)	75.00% ^(b)	75.00% ^(b)	74.32% ^(b)	74.32% ^(b)
14. MATCHING FUNDS	14,440.00	55,515.00	69,955.00	6,029.00	24,811.00	30,840.00	30,840.00	5,953.00	122,138.00	128,091.00	128,091.00	1,962.00	4,320.00	4,320.00	43,464.00	47,784.00
	25.00% ^(c)	18.77% ^(c)	19.76% ^(c)	25.00% ^(c)	10.00% ^(c)	10.00% ^(c)	10.00% ^(c)	25.00% ^(c)	30.87% ^(c)	30.87% ^(c)	30.87% ^(c)	10.00% ^(c)	25.00% ^(c)	25.00% ^(c)	25.68% ^(c)	25.68% ^(c)

(a) Adjustments to Personnel Roster - see Attachment E.
 (b) Composite Fringe Benefit Percentage.
 (c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.
 (d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.
 Total APA Personnel expenses: \$87470

* Title III-D Expenditures Budgeted for Medication Management Services and expend at least the amount specified on the allocation schedules provided by NYSOFA.
 ** Title III-E Expenditures Budgeted for Grandparents and Other Older Relatives Caring for Children Activities: 0.00 0.0000 %
 This service is limited to 10% of the Title III-E federal funds and local match plus income generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59.
 *** Title III-E Expenditures Budgeted for Supplemental Services: \$4990.00 2.6751 %
 This service is limited to 20% of the Title III-E federal funds and local match plus income generated by these services.
 Percent of Federal funds budgeted for Area Plan Administration: \$92219.00 9.4807 %
 (See Guide for Completion, page 27, for further information)

Federal Programs-Supporting Budget Schedule

	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
5. MAINTENANCE & OPERATIONS					
A. Rental Costs from Rent Allocation Schedule	\$11,094	\$5,698	\$3,698	0	\$11,094
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0
D. Equipment Costing Less Than \$1,000	825	850	225	100	850
E. Insurance	400	0	0	0	415
F. Photo copying	750	405	350	88	450
G. Postage	500	250	150	80	325
H. Printing	750	105	80	77	400
I. Supplies	800	785	300	155	1,100
J. Telephone	105	200	0	105	250
K. Other (specify): flyer, MIM items, smprt grp items	800	150	75	0	1,200
L. Other (specify): ed bks, copier rml	0	0	0	0	0
M. Other (specify):	\$16,024	\$6,443	\$4,878	\$ 690	\$16,084
Total Maintenance & Operations					
6. OTHER EXPENSES					
A. Audits	0	0	0	0	0
B. Bonding	0	0	0	0	0
C. Conferences, Seminars & Training	0	0	0	0	0
D. Membership & Subscriptions	250	0	0	220	0
E. Minor Alterations & Renovations	625	450	325	50	620
F. Other (specify):	0	0	0	0	0
G. Other (specify):	0	0	0	0	0
H. Other (specify):	0	0	0	0	0
Total Other Expenses	\$ 875	\$ 450	\$ 325	\$ 270	\$ 620

Federal Programs-Supporting Budget Schedule

	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
10. ANTICIPATED INCOME					
A. Participant Contributions	825	98,500	110,000	0	3,800
B. Other Income (specify source):	0	0	0	0	0
Total Income (10A +10B)	825	98,500	110,000	0	3,800
11. FEDERAL FUNDS					
A. Carryover*	0.00	0.00	0.00	0.00	0.00
B. Base Allocation	283,542	361,349	171,410	17,654	138,750
C. Transfer From and (To) III-B**	0	0	0	0	0
D. Transfer From and (To) III-C1**	0	-120,000	120,000	0	0
E. Transfer From and (To) III-C2**	0	0	0	0	0
F. Supplement	0	0	0	0	0
Total Federal Funds	\$283,542.00	\$241,349.00	\$291,410.00	\$17,654.00	\$138,750.00
14. MATCHING FUNDS					
Source	(Check if In-Kind)				
	<input type="checkbox"/>	69,955.00	128,091.00	1,962.00	47,784.00
	<input type="checkbox"/>	0.00	0.00	0.00	0.00
	<input type="checkbox"/>	0.00	0.00	0.00	0.00
	<input type="checkbox"/>	0.00	0.00	0.00	0.00
	<input type="checkbox"/>	0.00	0.00	0.00	0.00
Total Matching Funds		\$69,955.00	\$128,091.00	\$1,962.00	\$47,784.00
		\$30,840.00	\$128,091.00	\$1,962.00	\$47,784.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		\$30,840.00	\$128,091.00	\$1,962.00	\$47,784.00

* If Carryover exceeds 7.5% of the previous year's combined total Federal award for Titles III-B or III-C or 25% for Title III-D or Title III-E, a justification must be provided in Attachment D.
 ** Provide justification for all transfers in Attachment D.

Application for Funding
 Summary Budget for EISEP, CSE, CSI, SNAP, CRC and State Transportation Programs

Budget Category	EISEP Implementation	EISEP Services Activities	Total EISEP Budget	CSE Planning & Implementation	CSE Project Activities	Total CSE Budget	CSI Administration	CSI Services Costs	Total CSI Budget	SNAP Administration	SNAP Service Activities	Total SNAP Budget	Total CRC Budget	Total State Transportation Budget
1. PERSONNEL Adjustments(a)	\$34,833	\$112,241	\$147,074	\$35,375	\$5,729	\$41,104	\$0	\$0	\$0	16,234	25,673	\$41,909	0	0
Adjusted Personnel	34,833	112,241	147,074	35,375	5,729	41,104	0	0	0	16,234	25,673	41,909	0	0
2. FRINGE BENEFITS	10,451	33,671	44,122	10,614	1,719	12,333	0	0	0	4,992	7,581	12,573	0	0
Fringe Benefits Percent			30.00% (b)			30.00% (b)			0.00% (b)			30.00% (b)	0.00% (b)	0.00% (b)
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. TRAVEL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. MAINTENANCE & OPERATIONS	0	23,153	23,153	104	12,397	12,501	0	0	0	0	2,670	2,670	0	0
6. OTHER EXPENSES	323	1,177	1,500	514	0	514	0	0	0	0	4,828	4,828	0	0
7. SUBCONTRACTS	3,000	813,964	816,964	2,000	368,953	370,953	0	16,370	16,370	2,000	591,651	593,651	0	0
8. FOOD	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. TOTAL BUDGET (Lines 1-8)	\$48,607	\$984,206	\$1,032,813	\$48,607	\$388,800	\$437,407	\$0	\$16,370	\$16,370	\$23,226	\$633,610	\$656,836	\$0	\$0
10. Less Anticipated Income (Not Used as Local Match)		48,000	48,000		4,000	4,000		0	0		120,780	120,780		\$0
11. Less NSIP/COMMODITY FOOD		0	0		0	0					64,990	64,990		\$0
12. NET TOTAL (Line 9 Less Lines 10 & 11)	48,607	936,206	984,813	48,607	384,800	433,407	0	16,370	16,370	23,226	447,840	471,066	0	0
13. STATE FUNDS REQUESTED	48,607	700,780	749,387	48,607	272,673	321,280	0	12,277	12,277	23,226	447,840	471,066	0	0
State Funds Percent		74.85			70.86		0.00	75.00	75.00					
14. MATCHING FUNDS		235,426	235,426		112,127	112,127		4,093	4,093		0	0		0
Matching Funds percent		25.15			29.14			25.00	25.00					

(a) Adjustments to Personnel Roster
 (b) Composite Fringe Benefit Percentage
 (c) 100% State Reimbursement
 (d) Limited to 5% of total state funds (SNAP and CSI programs)
 EISEP In-Home Services Percentage: 62.24% (EISEP In-Home Services include Personal Care Level I & II only)
 EISEP Ancillary Services Percentage: 7.37% (Ancillary services include Adult Day Services not provided as non-institutional respite, HDM, Congregate Meals, Nutrition Counseling, Assisted Transportation/Escort, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services.)
 (See Guide for Completion, Pages 28 & 29 worksheet for additional information.)

Supporting Budget Schedule for the EISEP, CSE, CSI, SNAP CRC and State Transportation Programs

5. MAINTENANCE & OPERATIONS	EISEP	CSE	CSI	SNAP	CRC	State Transportation
A. Rental Costs from Rent Allocation Schedule	\$14,053		\$8,876	\$0	\$0	\$0
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0	0
D. Equipment Costing Less Than \$1,000	0	0	0	0	0	0
E. Insurance	1,350		100	0	465	0
F. Photocopying	1,000		75	0	75	0
G. Postage	750		675	0	451	0
H. Printing	1,900		375	0	551	0
I. Supplies	650		300	0	389	0
J. Telephone	2,500		1,075	0	872	0
K. Other (specify): fax/copier rental/shredding	500		825	0	487	0
L. Other (specify): IT support, NAPIS	450		200	0	0	0
M. Other (specify): kitchen utensils, thermometers etc	0		0	0	1,538	0
Total Maintenance & Operations	\$23,153		\$12,501	\$0	\$4,828	\$0
6. OTHER EXPENSES						
A. Audits	0		0	0	0	0
B. Bonding	0		0	0	0	0
C. Conferences, Seminars & Training	0		150	0	500	0
D. Membership & Subscriptions	1,500		364	0	705	0
E. Minor Alterations & Renovations	0		0	0	0	0
F. Other* (specify):	0		0	0	0	0
G. Other* (specify):	0		0	0	0	0
H. Other* (specify):	0		0	0	0	0
Total Other Expenses	\$1,500		\$514	\$0	\$1,205	\$0

*EISEP Ancillary Services that are equipment, assistive devices other than PERS or items, or subcontracted services must be included on line 6. F, G or H.

Supporting Budget Schedule for the EISEP, CSE, CSI, SNAP, CRC and State Transportation Programs

10. ANTICIPATED INCOME		EISEP	CSE	CSI	SNAP	CRC	State Transportation
A. Cost Sharing		48,000	0	0	0	0	0
B. Cost Sharing Transferred from EISEP to CSE		0	0	0	0	0	0
C. Net Cost Sharing (10A[+ or -]10B)		48,000	0	0	0	0	0
D. Participant Contributions		0	4,000	0	120,780	0	0
E. Other Income (specify source):		0	0	0	0	0	0
F. Contributions Used as Match		0	0	0	0	0	0
Total Income (10C+10D+10E-10F)		\$48,000	\$4,000	\$0	\$120,780	\$0	\$0
14. Matching Funds							
Source	Check if In-Kind						
	<input type="checkbox"/>	235,426	112,127	4,093	0	0	0
	<input type="checkbox"/>	0	0	0	0	0	0
	<input type="checkbox"/>	0	0	0	0	0	0
	<input type="checkbox"/>	0	0	0	0	0	0
	<input type="checkbox"/>	0	0	0	0	0	0
Contributions Used as Match		0	0	0	0	0	0
Total Matching Funds		\$235,426	\$112,127	\$4,093	\$0	\$0	\$0

Application For Funding
 Summary Budget for HIICAP and WRAP

Budget Category	HIICAP	Total WRAP Budget
1. PERSONNEL	\$ 0	\$1,438.00
Adjustments	0	0.00
Adjusted Personnel	0	1,438.00
2. FRINGE BENEFITS	0	431.00
	0.00% ^(a)	29.97% ^(a)
3. EQUIPMENT	0	0.00
4. TRAVEL	0	0.00
5. MAINTENANCE & OPERATIONS	0	92.00
6. OTHER EXPENSES	255	0.00
7. SUBCONTRACTS	31,927	15,488.00
8. LAST RESORT FUNDS		47,450.00
9. TOTAL BUDGET (Lines 1-8)	\$32,182	\$64,899.00
10. Less Anticipated Income	0	1,917.00
11. NET TOTAL (Line 9 Less Line 10)	\$32,182	\$62,982.00
12. FEDERAL/STATE FUNDS REQUESTED	\$2,182	62,982.00
13. MATCHING FUNDS	0	0.00

(a) Composite Fringe Benefit Percentage.

Supporting Budget Schedule for HIICAP and WRAP

	HIICAP	WRAP
5. MAINTENANCE & OPERATIONS		
A. Rental Costs from Rent Allocation Schedule	\$0	\$0.00
B. Adjustments to Rental Costs - see Attachment E	0	0.00
C. Equipment Maintenance	0	0.00
D. Equipment Costing Less Than \$1,000	0	0.00
E. Insurance	0	0.00
F. Photocopying	0	0.00
G. Postage	0	0.00
H. Printing	0	0.00
I. Supplies	0	0.00
J. Telephone	0	46.00
K. Other (specify):	0	46.00
L. Other (specify):	0	0.00
M. Other (specify):	0	0.00
Total Maintenance & Operations	\$0	\$92.00
6. OTHER EXPENSES		
A. Audits	0	0.00
B. Bonding	0	0.00
C. Conferences, Seminars & Training	255	0.00
D. Membership & Subscriptions	0	0.00
E. Minor Alterations & Renovations	0	0.00
F. Other (specify):	0	0.00
G. Other (specify):	0	0.00
H. Other (specify):	0	0.00
Total Other Expenses	\$255	\$0.00

Supporting Budget Schedule for HIICAP and WRAP

	HIICAP	WRAP
10. ANTICIPATED INCOME		
A. Participant Contributions	0	1,917.00
B. Other Income (specify source):	0	0.00
Total Income (10A + 10B)	0	1,917.00
12. STATE OR FEDERAL FUNDS		
A. Carryover (WRAP only)		0.00
B. Base Allocation	18,281	62,982.00
C. Supplement	13,901	0.00
Total State or Federal Funds	\$32,182	\$62,982.00
13. MATCHING FUNDS		
Source (Check if In-Kind)		
()	0	0.00
()	0	0.00
()	0	0.00
()	0	0.00
()	0	0.00
Total Matching Funds	\$0	\$0.00

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin. (a)	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP			8 CSE			9 SNAP		10 OTHER FUNDING (b)		SOURCES (b)	
							7a Implementation	7b EISEP Services	7c Implementation	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage			
N Allard, Mary Lou	32,748	0	327	0	0	0	0	0	0	0	0	0	0	0	0	32,421	99.00%	#14
T Social Worker	100.00%	0.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#14
N Allen-Burdick C.***	40,576	14,607	0	2,039	7,304	0	0	0	0	0	0	0	0	0	0	12,173	406	#14
T Other: Nutrition Services Coordinator	100.00%	36.00%	0.00%	5.00%	18.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.00%	1.00%	#14
N Amodio, P.	34,008	3,401	0	1,700	0	0	0	0	0	0	0	0	0	0	0	0	0	#14
T Other: Senior Clerk	100.00%	10.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#14
N Arcuri, Terrie	8,855	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#13
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#14
N Buck, G.	44,971	3,598	0	0	0	0	0	0	0	0	0	0	0	0	0	899	855	#14
T Other: Sr. Administrative Assistant	100.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	4,497	35,977	#14
N Buczek, D.	37,274	1,864	1,491	0	0	0	0	0	0	0	0	0	0	0	0	13,046	7,455	#13
T Other: Sr. Account Clerk	100.00%	5.00%	4.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	35.00%	20,000	#14
N DeRosa, D.	55,662	2,783	12,246	0	0	0	0	0	0	0	0	0	0	0	0	12,246	5,566	#14
T Other: OCC Nurse Coordinator	100.00%	5.00%	22.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	22.00%	10,000	#14
N Ferkic, Jasna	24,776	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,194	0	#14
T Social Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	25.00%	4,664	#14
N Hammill, L.	46,636	0	4,664	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#14
T Other: OCC Nurse Coordinator	100.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	4,664	#14
Subtotal Page 1	325,506	26,253	18,728	3,729	9,782	2,478	17,543	23,879	13,145	12,173	4,122	193,674	0	0	0	0	0	0

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
 For Positions used as In-Kind, note with (*)
 A.A.A staff designated or responsible for nutrition program oversight and/or operations, note with (***)

(b) Other Funding Source Codes:
 1) Title VII
 2) Title V
 3) WRAP
 4) Title III-D
 5) CSI
 6) State Caregivers (CRC)
 7) State LTCOP
 8) RSVP
 9) State Respite Program
 10) HUCAP
 11) NY Connects/POE
 12) Transportation
 13) County funds
 14) Other: M/A
 15) Other: CLP
 16) Other: MIPPA
 17) Other: MIPPA/ADRC
 18) Other:
 19) Other:
 20) Other:

1,147,636	87,470	49,493	9,353	15,981	22,473	34,833	112,241	35,375	5,729	16,234	25,675	732,777
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PERSONNEL ROSTER

Complete for Each Position (N) Name (T) Title	1 Annual Salary	2 Title-III Area Plan Admin ^(a)	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 SNAP		10 OTHER FUNDING		SOURCES (a)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage	
N Hanrahan, J.	46,430	4,643	2,322	0	0	0	0	0	0	0	0	0	39,465	85.00%	#2 #4
T Other: Sr Administrative Assistant	100.00%	10.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	85.00%		#10 #13
N Jarosz, John Sr.	24,776	0	0	0	2,478	2,478	0	7,433	0	0	0	1,239	11,148	45.00%	#14
T Social Worker	100.00%	0.00%	0.00%	0.00%	10.00%	10.00%	0.00%	30.00%	0.00%	0.00%	0.00%	5.00%	45.00%		#14
N Kotary-Piersma, T.	39,686	0	0	0	0	0	0	0	0	0	0	0	39,686	100.00%	#14
T Other: Data Processing Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.855		#14
N Lewis, G.	8,855	0	0	0	0	0	0	0	0	0	0	0	8,855	100.00%	#14
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%		#14
N Marafioti, L.	45,930	0	0	0	0	0	6,890	15.00%	0.00%	0.00%	0.00%	0.00%	39,040	85.00%	#14
T Other: OCC Program Nurse	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.855		#14
N Mather, R.	8,855	0	0	0	0	0	0	0	0	0	0	0	8,855	100.00%	#14
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%		#14
N Moynihan, S.	31,120	0	0	0	0	0	3,112	10.00%	0.00%	0.00%	0.00%	0.00%	26,452	85.00%	#14
T Other: Medical Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	85.00%		#14
N Pandolf, K.	50,555	0	3,539	0	0	0	2,528	5.00%	0.00%	0.00%	0.00%	0.00%	44,486	88.00%	#14
T Other: OCC Program Nurse	100.00%	0.00%	7.00%	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	88.00%		#14
N Perritano, S.	47,937	11,984	0	0	0	9,587	0	7,191	3,835	2,397	0	0	12,943	27.00%	#2 #3 #12 #13
T Other: Administrative Officer	100.00%	25.00%	0.00%	0.00%	0.00%	20.00%	0.00%	15.00%	8.00%	5.00%	0.00%	0.00%	27.00%		#15
Subtotal Page 2	304,142	16,627	5,861	0	2,478	9,587	19,963	7,191	5,391	2,397	1,239	0	230,930		

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***)
 (***) Other Funding/ Source Codes:

- 1) Title VII
- 2) Title V
- 3) WRAP
- 4) Title III-D
- 5) CSI
- 6) State Caregivers (CRC)
- 7) State LTCOP
- 8) RSVP
- 9) State Respite Program
- 10) HICAP
- 11) NY Comecas/POE
- 12) Transportation
- 13) County funds
- 14) Other: M/A
- 15) Other: CLP
- 16) Other: MPPA
- 17) Other: MPPA/ADRC
- 18) Other:
- 19) Other:
- 20) Other:

GRAND TOTAL	1,147,636	87,470	49,493	9,355	15,981	22,473	34,833	112,241	35,375	5,729	16,234	25,675	732,777		
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PERSONNEL ROSTER

Complete For Each Position (N) Name (T) Title	1 Annual Salary	2 Title-III Area Plan Admin. ^(a)	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 SNAP		10 OTHER FUNDING		SOURCES ^(b)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage	
N Pomeroy, H.	47,305	2,365	0	0	0	0	0	7,096	3,784	0	0	0	34,060		#15 #14
T Other: Senior Social Worker	100.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	15.00%	8.00%	0.00%	0.00%	0.00%	72.00%		
N Rashidi, S.	33,780	0	3,378	1,013	1,689	3,378	0	10,134	0	338	0	6,756	7,094		#14
T Social Worker	100.00%	0.00%	10.00%	3.00%	5.00%	10.00%	0.00%	30.00%	0.00%	1.00%	0.00%	20.00%	21.00%		
N Roach, J.	55,481	6,103	0	0	0	0	3,329	0	2,774	0	1,664	0	41,611		#13 #14
T Other: Program Analyst	100.00%	11.00%	0.00%	0.00%	0.00%	0.00%	6.00%	0.00%	5.00%	0.00%	3.00%	0.00%	75.00%		
N Roman, I.	51,501	0	1,545	0	0	0	0	2,575	0	0	0	0	47,381		#14
T Other: OCC Program Nurse	100.00%	0.00%	3.00%	0.00%	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	92.00%		
N Romano, M.	66,442	13,953	0	0	0	0	1,993	0	0	0	0	0	50,496		#13 #15
T Director	100.00%	21.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	76.00%		
N Sears, L.	59,223	1,184	0	0	0	0	0	14,806	2,369	0	0	0	40,864		#14
T Other: Case Supervisor, Grade B	100.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	25.00%	4.00%	0.00%	0.00%	0.00%	69.00%		
N Smith, K.	29,741	0	1,487	0	0	0	0	2,974	0	0	0	0	25,280		#14
T Other: OCC Program Nurse	100.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	85.00%		
N Sterling, D.	45,441	0	8,655	1,298	0	6,492	0	10,819	0	0	0	4,760	13,417		#14
T Social Worker	100.00%	0.00%	19.05%	2.86%	0.00%	14.29%	0.00%	23.81%	0.00%	0.00%	0.00%	10.48%	29.53%		
N TBD	8,855	0	0	0	0	0	0	0	0	0	0	0	8,855		#14
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%		
Subtotal Page 3	397,769	23,605	15,065	2,311	1,689	9,870	5,322	48,404	8,927	338	1,664	0	269,058		

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E. For Positions used as In-Kind, note with (V). AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***)

(b) Other Funding Source Codes:

- 1) Title VII
- 2) Title V
- 3) WRAP
- 4) Title III-D
- 5) CSI
- 6) State Caregivers (CRC)
- 7) State LTCOP
- 8) RSVP
- 9) State Respite Program
- 10) HICAP
- 11) NY Connects/POE
- 12) Transportation
- 13) County funds
- 14) Other: M/A
- 15) Other: CLP
- 16) Other: MIPPA
- 17) Other: MIPPA/ADRC
- 18) Other:
- 19) Other:
- 20) Other:

1,147,636	87,470	49,493	9,355	15,981	22,473	34,833	112,241	35,373	5,729	16,234	25,675	732,777
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PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin. ^(a)	3 Title-III-B Services	4 Title-III-C1 Services	5 Title-III-C2 Services	6 Title-III-E Services	7 EISEP		8 CSE		9 SNAP		10 OTHER FUNDING		SOURCES (a)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage	
N TBD	23,806	7,142	0	0	0	0	2,381	0	1,190	0	0	2,381	10,713		#14
T Administrative Assistant	100.00%	30.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	5.00%	0.00%	0.00%	10.00%	45.00%		#14
N Vangorder, J.	24,612	492	0	0	0	1,230	0	6,399	4,922	0	0	11,569			#14
T Other: Aging Services Aide	100.00%	2.00%	0.00%	0.00%	0.00%	5.00%	0.00%	26.00%	20.00%	0.00%	0.00%	0.00%	47.01%		#14
N Washington, E.	29,024	13,351	0	2,032	7,00%	0	0	2,902	0	0	0	0	8,707		#14
T Clerk	100.00%	46.00%	0.00%	7.00%	7.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	30.00%		#14
N Wu-Beason, P.	42,777	0	9,839	1,283	0	6,417	0	10,694	0	0	0	6,417	8,127		#14
T Social Worker	100.00%	0.00%	23.00%	3.00%	0.00%	15.00%	0.00%	25.00%	0.00%	0.00%	0.00%	15.00%	19.00%		#14
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
T	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
T	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
T	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
T	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
Subtotal Page 4	120,219	20,983	9,839	3,315	2,032	7,647	2,381	19,995	6,112	0	0	8,798	39,115		

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E. For Positions used as in-kind, note with (*)
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***)

(b) Other Funding Source Codes:
 1) Title VII
 2) Title V
 3) WRAP
 4) Title III-D
 5) CSI
 6) State Caregivers (CRC)
 7) State LTCOP
 8) RSVP
 9) State Respite Program
 10) HHICAP
 11) NY Connects/POE
 12) Transportation
 13) County funds
 14) Other: M/A
 15) Other: CLP
 16) Other: MIPPA
 17) Other: MIPPA/ADRC
 18) Other:
 19) Other:
 20) Other:

	7a	7b	8a	8b	9a	9b	Other Funding	Total
GRAND TOTAL	34,833	112,241	35,375	5,729	16,234	25,675	732,774	

EQUIPMENT SCHEDULE*

Equipment Item (Unit cost or annual rental of \$1,000 or more)	1 Quantity	2 Unit Price	3 Total Cost (1 x 2)	4 Title III-B Cost	5 Title III-C1 Cost	6 Title III-C2 Cost	7 Title III-D Cost	8 Title III-E Cost	9 EISEP Cost	10 CSE Cost	11 SNAP Cost	12 Other Funding Sources** Amount
Equipment Item - (Unit cost or annual rental of \$1,000 or less) specify type:												
PAGE TOTAL												

** State funds not include items purchased at EISEP ancillary services. These items should be included on Page 22, Supporting Budget Schedule, for EISEP, CSE, CSE SNAP, CRC and State Transportation under Other Expenses, line F through H. Other Funding Source Code:

- 1) Title VII
- 2) Title V
- 3) WRAP
- 4) N/A (III-D)
- 5) CSI
- 6) State Caregivers (CRC)
- 7) State LTJOP
- 8) RSVP
- 9) State Respite Program
- 10) HII/CAP
- 11) NY Contacts/POE
- 12) N/A (Transportation)
- 13) County Funds
- 14) Other:
- 15) Other:
- 16) Other:
- 17) Other:
- 18) Other:
- 19) Other:
- 20) Other:

For each contract:

Check if contract is active

Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Name: Alzheimer's Association, Inc		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30041		\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	1											
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name: American Red Cross/Utica Chapter		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30023		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,880	\$35,880
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	1											
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name: Ava Dorfman Sr Cit Center		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30013		\$9,920	\$0	\$0	\$0	\$0	\$0	\$49,500	\$400	\$0	\$0	\$59,820
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	2											
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											

PAGE 1 SUBTOTAL	\$9,920	\$0	\$0	\$0	\$0	\$25,000	\$0	\$49,500	\$400	\$0	\$35,880	\$120,700
GRAND TOTAL	\$216,975	\$371,148	\$540,312	\$13,300	\$130,787	\$370,955	\$816,964	\$593,651	\$16,370	\$593,651	\$1,380,037	\$4,450,699

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
		Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)
Name: Bishop, Kathleen Contractor Code: 30069 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [1] <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$14,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,040
Name: Caregivers Contractor Code: 30001 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [1] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0	\$0	\$0	\$0	\$0	\$183,000	\$0	\$0	\$0	\$0	\$183,000
Name: Catholic Lec's Home Health Care Providers Contractor Code: 30036 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [1] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0	\$85,000

PAGE 2 SUBTOTAL	\$14,040	\$0	\$0	\$0	\$0	\$0	\$268,000	\$0	\$0	\$0	\$0	\$282,040
GRAND TOTAL	\$216,975	\$371,148	\$540,312	\$13,500	\$130,787	\$816,964	\$570,955	\$16,370	\$595,651	\$1,380,037	\$282,040	\$4,450,699

For each contract:

Check if contract is active

Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable services(s) for each

Subcontractor Roster

Name: Darman, Pamela G. RD/MPS	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30033	\$0	\$5,798	\$9,224	\$0	\$0	\$0	\$0	\$0	\$14,282	\$0	\$29,304
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: 6 (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: 0 (Must be completed)
Number of contracts, (State & Federal), with this contractor:	[1]										
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Name: Dunn, Cheryl	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30071	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,915	\$10,915
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: 1 (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: 0 (Must be completed)
Number of contracts, (State & Federal), with this contractor:	[1]										
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Name: Family Home Care	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30002	\$0	\$0	\$0	\$0	\$0	\$83,000	\$0	\$0	\$0	\$0	\$83,000
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: 2 (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: 0 (Must be completed)
Number of contracts, (State & Federal), with this contractor:	[1]										
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										

PAGE 3 SUBTOTAL	\$0	\$5,798	\$9,224	\$0	\$0	\$83,000	\$0	\$0	\$14,282	\$10,915	\$123,219
GRAND TOTAL	\$216,975	\$371,148	\$540,312	\$15,500	\$130,787	\$816,964	\$370,955	\$16,370	\$593,651	\$1,380,037	\$4,450,699

For each contract:

Check if contract is active

Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Contractor Name	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Name: Giruzzi, Joseph, Esq. Contractor Code: 30051 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$12,500 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$12,500 <small>Services to be provided: 1 (Must be completed)</small>
Name: Greater Mohawk Valley Community & Elderwellness Co Contractor Code: 30063 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$40,750 <small>Services to be provided: 1 (Must be completed)</small>	\$40,750 <small>Services to be provided: 1 (Must be completed)</small>
Name: Healthcare Monitoring, Inc Contractor Code: 30052 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$1,000 <small>Services to be provided: 1 (Must be completed)</small>	\$46,000 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 1 (Must be completed)</small>	\$47,000 <small>Services to be provided: 1 (Must be completed)</small>

PAGE 4 SUBTOTAL	\$12,500	\$0	\$0	\$0	\$1,000	\$46,000	\$0	\$0	\$0	\$40,750	\$100,250
GRAND TOTAL	\$216,975	\$371,148	\$540,312	\$15,500	\$130,787	\$816,964	\$370,955	\$16,370	\$593,651	\$1,380,037	\$4,450,699

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

		Subcontractor Roster										TOTAL
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
		Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)
Name: Legal Aid Society Contractor Code: 30020 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No [1] <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No	\$12,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,500
Name: Lifeline Systems, Inc Contractor Code: 30031 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No [1] <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
Name: Lutheran Home Contractor Code: 30021 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No [1] <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$80,000
PAGE 5 SUBTOTAL		\$12,500	\$0	\$0	\$0	\$0	\$3,000	\$80,000	\$0	\$0	\$0	\$95,500
GRAND TOTAL		\$216,975	\$371,148	\$540,312	\$13,500	\$130,787	\$816,964	\$370,955	\$16,370	\$593,651	\$1,380,037	\$4,450,699

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable services(s) for each

		Subcontractor Roster										TOTAL
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
		Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)
Name: Murphy Michelle Contractor Code: 30073 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No [1] <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No <input checked="" type="checkbox"/> No	\$0	\$0	\$0	\$1,272	\$0	\$0	\$0	\$0	\$0	\$0	\$1,272
Name: North Utica Senior Citizens Recreation Center, Inc Contractor Code: 30045 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No [6] <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No <input checked="" type="checkbox"/> No	\$165,015	\$0	\$21,088	\$0	\$96,525	\$162,286	\$42,455	\$15,970	\$29,319	\$523,112	\$1,055,770
Name: Oneida County Office of Workforce Development Contractor Code: 30004 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No [1] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No <input checked="" type="checkbox"/> No	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,685	\$88,685

PAGE 6 SUBTOTAL	\$165,015	\$0	\$21,088	\$0	\$97,797	\$162,286	\$42,455	\$15,970	\$29,319	\$611,797	\$1,145,727
GRAND TOTAL	\$216,975	\$571,148	\$540,312	\$13,500	\$130,787	\$816,964	\$570,955	\$16,370	\$593,651	\$1,380,037	\$4,450,699

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

		Subcontractor Roster										TOTAL
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
		Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)
Name: Parkway Senior Center Contractor Code: 30030		\$1,000	\$0	\$0	\$13,000	\$0	\$0	\$7,000	\$0	\$0	\$10,350	\$31,350
Minority Contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rural Contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of contracts, (State & Federal), with this contractor:		[3]										
Contract is:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Active:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name: PeerPlace, Inc. Contractor Code: 30072		\$2,000	\$3,750	\$1,500	\$500	\$3,000	\$3,000	\$2,000	\$0	\$2,000	\$24,550	\$42,300
Minority Contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rural Contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of contracts, (State & Federal), with this contractor:		[1]										
Contract is:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Active:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name: Presbyterian Home Contractor Code: 30009		\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$85,000
Minority Contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rural Contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of contracts, (State & Federal), with this contractor:		[1]										
Contract is:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Active:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PAGE 7 SUBTOTAL		\$3,000	\$3,750	\$1,500	\$13,500	\$3,000	\$3,000	\$94,000	\$0	\$2,000	\$34,900	\$158,650
GRAND TOTAL		\$216,975	\$371,148	\$540,312	\$13,500	\$130,787	\$816,964	\$370,955	\$16,370	\$593,651	\$1,380,037	\$4,450,699

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Name: Prestige Services, Inc. Contractor Code: 30022	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0	\$361,600	\$508,500	\$ 0	\$3,990	\$ 0	\$ 0	\$ 0	\$548,050	\$645,795	\$2,067,935
Name: Resource Center for Independent Living Contractor Code: 30015 Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$105,000	\$ 0	\$ 0	\$ 0	\$105,000
Name: Response Link Contractor Code: 30059 Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$20,000	\$ 0	\$ 0	\$ 0	\$ 0	\$20,000

PAGE 8 SUBTOTAL	\$ 0	\$361,600	\$508,500	\$ 0	\$3,990	\$20,000	\$105,000	\$ 0	\$548,050	\$645,795	\$2,192,935
GRAND TOTAL	\$216,975	\$371,148	\$540,312	\$13,500	\$130,787	\$816,964	\$370,955	\$16,370	\$593,651	\$1,380,037	\$4,450,699

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Name: Sibley Nursing Services, Inc. Contractor Code: 30049		\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$15,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$15,000 Services to be provided: <input type="checkbox"/> (Must be completed)
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	[1]											
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name: U.S. Care Contractor Code: 30006		\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$216,678 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$216,678 Services to be provided: <input type="checkbox"/> (Must be completed)
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	[1]											
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name: Contractor Code:		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Minority Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Rural Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	[]											
Contract is:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
PAGE 9 SUBTOTAL		\$0	\$0	\$0	\$0	\$0	\$231,678	\$0	\$0	\$0	\$0	\$231,678
GRAND TOTAL		\$216,975	\$571,148	\$540,312	\$13,300	\$130,787	\$816,964	\$570,955	\$16,370	\$595,651	\$1,380,037	\$4,450,699

ATTACHMENTS

Check [] attachments included with this Plan.

Forms are provided for Attachments A, B, C, D, and E.

Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.

[] **ATTACHMENT A:** Standard Assurances

Note: Area Agency on Aging Director's original signature is required on the first page of the Standard Assurances assuring that the AAA will fully comply with the Standard Assurances contained in this attachment. The AAA is required to submit only the certification (page 32).

[] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** area agency.

[] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This **must** be completed and returned by **each** area agency.

[] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy
Adjustments to Personnel Roster and Rent Allocation Schedule

4/01/11 - 3/31/12

ATTACHMENT A

ANNUAL IMPLEMENTATION PLAN (AIP)
STANDARD ASSURANCES
April 1, 2011- March 31, 2012

Covering the following programs:
Title III-B of the Older Americans Act
Titles III-C-1 and III-C-2 of the Older Americans Act
Title III-D of the Older Americans Act
Title III-E of the Older Americans Act

New York State Expanded In-Home Services For The Elderly Program (EISEP),
Community Services For The Elderly Program (CSE),
Congregate Services Initiative (CSI), State Transportation Program,
Supplemental Nutrition Assistance Program (SNAP),
Caregiver Resource Center (CRC),
Health Insurance Information Counseling And Assistance Program (HIICAP), and
Weatherization Referral And Packaging Program (WRAP)



New York State Office for the Aging

Instructions: After careful review of the Standard Assurances, please sign the following certification and return only this page (with original signature in blue ink) with your Annual Implementation Plan (AIP).

I certify that no amendments to these Standard Assurances have been made nor will be made without the expressed written consent of the New York State Office for the Aging. I have read and agree that the

Oneida County OFA Area Agency on Aging

(Name of Area Agency)

shall fully comply with the attached Standard Assurances.

Michael J. Romano, Director

(Name of Area Agency on Aging Director)

Michael Romano

(Signature, in blue ink)

12/29/11

(Date)

Area Agency: _____
Original Date Submitted: _____
Date Revised: _____

ATTACHMENT B

PRIORITY SERVICES EXPENDITURE REPORT

Instructions: Using actual expenditures for the period, October 1, 2009 - September 30, 2010, submit To access the on-line expenditure report, return to the NYSOFA Budgeting and Reporting Systems Main Menu, click on CAARS Quarterly, select any period, and click "Go To Report". On the CAARS Quarterly Main Menu, under "Tools", click on "Go To Reports". Select beginning period October 1, 2009; Select ending Period of September 30, 2010; then click Expenditures Report. A PDF version of the report will generate in a separate window for your review.

Please see Guide for Completion of the Annual Implementation Plan 2011-2012.

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:

Row 1. Access: transportation, outreach, information and assistance, case management

Row 2. In-home: home health aide, personal care level I, personal care level II, in-home contact & support, caregiver services

Row 3. Legal: legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older individuals with economic or social needs. (Also see 94-PI-52, 12/29/94.)

Row 4. All Other Services: necessary to sum total services dollars expended.

Row 5. Subtotal: all services dollars expended.

Row 6. Over Match: must be removed from total.

Row 7. Total: [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

If the percentage in Column B meets the minimum required percentage STOP do not continue.

If it does not, then continue in Column C. Include only the required amount from CSE and/or SNAP expenditures required to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

Notes:

[S] Include SNAP dollars for Access only.

[H] Includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services only.

Column D: add Columns A and C for Lines 1, 2 & 3.

Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/SNAP amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

Category & Minimum Required Percentage	(A)	(B)	(C)	(D)	(E)
	III-B Services Expenditures	Percent (A)/[T]	CSE (& SNAP for Access)	Services Combined Total (A) + (C)	Percent (D)/{[T]+(C)}
1. Access 20.0%	250,731.00	88.68	0.00 [S]	250,731.00	88.68
2. In-Home 2.5%	0.00	0.00	5,280.00 [H]	5,280.00	1.83
3. Legal 7.0%	32,012.00	11.32	0.00	32,012.00	11.32
4. All Other Services	0.00				
5. Subtotal	282,743.00				
6. Over Match (-)	0.00				
7. Total	282,743.00 [T]				

ATTACHMENT C
Program Design Modifications

All Area Agencies on Aging should carefully review this form and the 'Guide for Completion' of the AIP regarding Attachment C.

PURPOSE

All Area Agencies on Aging must complete Attachment C. Attachment C is intended for the Area Agency on Aging to alert and obtain approval from the New York State Office for the Aging regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any Changes that are being planned for periods covered by future AIPs (e.g. an RFP to be held in SFY 2011-2012 that will result in a major change in services or providers in SFY 2012-2013).

Every Area Agency on Aging must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

DEFINITIONS

Program Design Modification: Refers to a Major Change, New Direct Service or New Activity.

Major Change(s): Refers to a proposed change(s) in program design for SFY 2011-2012 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for periods covered by future AIPs that will have a significant impact on service delivery to older adults.

Significant Impact: The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
 - service location;
 - access to services;
 - service providers;
 - types of services being offered;
 - the manner in which services are provided; and
 - service levels (changes of more than 20% in units or expenditures for any specific service).

Please refer to the 'Guide for Completion' of the AIP for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

New Direct Service: Refers to any service to be provided by the AAA directly (as opposed to being provided by a subcontractor) that has not been provided by the AAA.

New Activity: Refers to:

1. Any new service or program
2. Changes in administrative operations (e.g. a reorganization).

PROGRAM DESIGN MODIFICATIONS

Service: PCLv111,PCLv11

Fund(s): EISEP

Type: Services or Program

Affects current year: Yes

Affects future year: Yes

Current Year Effects: Oneida County OFA/OCC plans to implement Consumer Directed EISEP during the 2011/2012 Program Period.

Future Year Effects: Oneida County OFA/OCC plans to implement Consumer Directed EISEP during the 2011/2012 Program Period.

CERTIFICATION

A box must be checked or an explanation provided.

The Area Agency on Aging hereby certifies that any Program Modifications or actions anticipated for the 04/01/2011-03/31/2012 AIP Period that may result in Program Modifications during the 2011-2012 Program Year or a future program year: SHALL NOT result in a loss or diminution in the quantity or quality of the services (including all federal, state and locally funded services) provided, or to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity; and SHALL enhance the quantity, quality and maintain the integrity and public purpose of the services to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity.

If the above certification cannot be made, please explain in the text box provided. This would include reductions due to a loss of local, state or federal funding.

OR

The Area Agency on Aging does not anticipate any changes in its programs that may occur during the 2011-2012 Program Year or a Future Program Year and certifies that: If any change to its programs or services does occur during the 2011-12 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

MULTIPURPOSE SENIOR CENTERS

Please describe any multipurpose senior centers that will be acquired and/or constructed using Title III-B funds for the 4/1/2011 – 3/31/2012 AIP period or future program periods in the text box provided:

ATTACHMENT D

Justification for Title III Carryovers and Title III Transfers

Transfers: Provide justification for any transfer of funds within and among Title III programs.
Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

The transfer of \$120,000 is requested from III-C-1 to III-C-2 due to an increased need for the Home Delivered Meals Versus those attending Congregate Dining Sites.

Carryovers: (Reference 88-PI-17, 3/24/88)

Titles III-B and Title III-E: Provide justification for carryover amounts in excess of 7.5%.

Title III-C: Provide justification for carryover amounts in excess of 7.5%.

Title III-D: Provide justification for carryover amounts in excess of 25%.

Targeting: Describe how excess carryover funds will be used for targeting (Reference 92-PI-30, 7/21/92).

ATTACHMENT E

Fringe Benefits and Travel Reimbursement Policies

Fringe Benefits Policy: A complete copy of the area agency's (or sponsor's) Fringe Benefit Policy must be submitted with the **Four Year Plan**. Include below the current fringe benefit rate for employees. Describe any changes from the 2008-2009 Fringe Benefit policy submitted with the 2008-2012 Four Year Plan. If there are significant changes to these policies, submit a complete copy of the updated Fringe Benefit policy and note such below.

2011-2012 Fringe Benefit Rate: 30.00%

Check one:

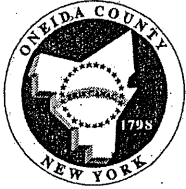
- The Fringe Benefit Policy submitted for 2008-2009 is still in effect (submission of policy not required at this time).
- The Fringe Benefit Policy submitted for 2008-2009 has been significantly revised. Attached is a copy of the revised policy.
- The Fringe Benefit Policy submitted for 2008-2009 has been updated with minor changes. Below is a description of the changes to the 2008-2009 Fringe Benefit Policy (submission of policy not required at this time).

Travel Reimbursement Policy: A complete copy of the area agency's (or sponsor's) Travel Reimbursement Policy must be submitted with the **Four Year Plan**. Describe below any changes from the 2008-2009 Travel Reimbursement Policy submitted with the 2008-2012 Four Year Plan. If there are significant changes to these policies, submit a complete copy of the updated Travel Reimbursement policy and note such below.

- The Travel Reimbursement Policy submitted for 2008-2009 is still in effect (submission of policy not required at this time).
- The Travel Reimbursement Policy submitted for 2008-2009 has been significantly revised. Attached is a copy of the revised policy.
- The Travel Reimbursement Policy submitted for 2008-2009 has been updated with minor changes. Below is a description of the changes to the 2008-2009 Travel Reimbursement policy (submission of policy not required at this time).

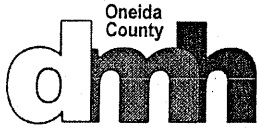
Personnel Roster and Rent Allocation Schedule Adjustment: Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.

69.1



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner



Department of Mental Health
235 Elizabeth Street
Utica, New York 13501

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

FN 20 11 - 013

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 AM 10:53

November 24, 2010

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the 2011-2013 Purchase of Services Agreement between the Oneida County Department of Mental Health and the Rescue Mission of Utica, Inc. for your review and signature.

Under this proposed Agreement, the Rescue Mission of Utica, Inc. will provide Addictions Crisis Center services to individuals under the influence of alcohol and drugs and in need of a structured and supervised setting and supervised housing for adults with serious mental illness and substance abuse.

The gross amount of this Agreement is \$1,126,531.00. No Oneida County tax dollars are associated with this Agreement to fund the operating deficits incurred by these programs.

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

Respectfully,

Linda M. Nelson

Linda M. Nelson
Commissioner

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

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

Date 1-6-11

LMN/ldr
Encs.

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Rescue Mission of Utica, Inc.

Title of Proposed Service/Program: Enriched Single Room Occupancy (OMH)
Addictions Crisis Center (OASAS)

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

Client Population/Number to be Served: Adult individuals in need of supervised housing for mental health rehabilitation; adults with a serious mental illness and co-occurring substance abuse disorder in need of residential care and treatment

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, The Rescue Mission of Utica, Inc. will provide the following services and related programs:

- (A) Congregate care via its Enriched Single Room Occupancy (ESRO) Program, which is also known as the Enriched Living Center (ELC). The ESRO is a NYS Office of Mental Health (OMH) licensed, 52-bed single room residential program for adults diagnosed with mental illness. It promotes individual recovery and independent functioning based upon the principles of Psychiatric Rehabilitation. Staff are available on site 24 hours per day, 7 days per week.

Major services provided on site or made available in the community include:

- Medication Management
- Transportation to medical appts.
- Health Care
- Phlebotomist Services
- Pharmacy Services
- Social/Recreational Activities
- Rep. Payee Services
- Crisis Intervention
- Education & Behavioral Counseling
- Case Management
- Adult Day Care
- Employment Services, e.g. VESID, CABVI

- (B) The Addictions Crisis Center (ACC) is a voluntary medically monitored withdrawal program, meeting the needs of those who are chemically dependent, who also have a situational crisis and/or are at risk for relapse to chemical use. ACC serves those who are 18 years of age and older with staff available on site 24 hours per day, 7 days per week. Services are provided in a structured, motivational setting where clients are screened for the presence and severity of withdrawal symptoms, assessed for the appropriate level of treatment and referred for appropriate chemical dependency, medical and mental health services. Clients are referred for services by various treatment providers, hospitals, law enforcement and may also self-refer. The duration of stay varies and reaches its maximum at fourteen days. Clients are educated while waiting for access to treatment in the areas of HIV/STD testing and prevention, the bio-psycho-social-spiritual benefits of maintaining a lifestyle of abstinence and on what they can expect when they go on to treatment.

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

The primary objective of the ESRO Program is to help individuals maintain their psychiatric stability and enable them to learn or relearn the skills necessary to move toward a less restrictive living arrangement in the community. The ACC works to assist acutely and severely intoxicated individuals to achieve sobriety and return to productive functioning in the community with needed supports in place.

Performance measures for 2011 will include:

ESRO

Wellness Self-Management → Effectiveness

- Successful completion of self-medication program by targeted residents

Documentation → Continuity & Accessibility

- Admission information linked from ASPOA/A Referral to Service Plan
- Resident involvement in developing Goals & Service Plans

Occupancy → Continuity, Effectiveness & Efficiency

- Bed Utilization rate per statewide standards
- Medium Length of Stay (LOS) per statewide standards
- LOS greater than 2 years per statewide standards

ACC

Occupancy → Accessibility

- Bed Utilization rate per statewide standards

Staffing → Competence, Safety & Efficiency

- Supervision of counseling staff
- Client/Direct Care Staff ratio per statewide standards

Documentation → Appropriateness

- Treatment referral documented in case record

Referral/Linking → Continuity

- % of Program Completers admitted to Other Treatment per statewide standards

Admission Criteria → Appropriateness

- Client admission criteria per statewide standards

Community Education/Outreach → Accessibility & Appropriateness

- Increase awareness of ACC services per statewide standards

III. Service/Program Design and Staffing:

The ESRO and ACC Programs adhere to all rules and regulations as certified through the NYS Office of Mental Health (OMH) and Office of Alcoholism and Substance Abuse Services (OASAS), respectively.

Total Funding Requested:

Account #: A4310.49522

Gross Budget		\$1,126,531.00
Revenues (All Sources)		0
Net Amount		\$1,126,531.00
Federal Funds		0
State Funds	OMH	\$ 338,592.00
	OPWDD	0
	OASAS	\$ 787,939.00
County Funds		0
Other		0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$1,126,531.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based on State Aid allocation.

Service Units: *(Projected data for 2011)*

SERVICE/ PROGRAM	NO. OF PERSONS SERVED (UNDUPLICATED)	TOTAL NO. OF SERVICE UNITS	DEFINITION OF SERVICE UNIT	COST PER PERSON SERVED	COMMENTS
ESRO	35	10,000	PATIENT DAY	\$34.00	TOTAL REVENUE ÷ UNITS OF SERVICE
ACC	720	8,200	PATIENT DAY	\$96.00	TOTAL REVENUE ÷ UNITS OF SERVICE

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

State Aid only \$1,126,531.00

Cost Per Client Served: See above.

Past Performance Data: OMH and OASAS hold this provider to very high regulatory standards. During 2010, the OASAS-funded ACC program has fallen short of statewide standards in the following areas: service utilization, staffing requirements and arranging successful linkages with other treatment providers. The agency's corrective action plan includes submitting monthly management reports and participating in follow up meetings to review progress.

Oneida County Department Staff Comments: The Department of Mental Health participates in all state audits and reviews. It is important to note that ACC's performance this past year is considered only *satisfactory* in view of the above deficiencies. Consequently, heightened monitoring, technical assistance and support are now being provided by both OCDMH and OASAS on an ongoing basis, with the understanding that Rescue Mission will continue its dedicated efforts to improve compliance in all sub-standard areas.

AGREEMENT

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and the Rescue Mission of Utica (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 212 Rutger St, Utica, NY 13502.

WITNESSETH:

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

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

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

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

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

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

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

I. TERM OF AGREEMENT

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

II. SCOPE OF SERVICE

A. General

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

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

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

B. Levels of Service

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

C. Case Records: Confidentiality and HIPAA Communications

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

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

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

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

D. Participation in County Planning Process

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

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

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

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

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

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

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

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

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

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

III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

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

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

B. Budget Revisions

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

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

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

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

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

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

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

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

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

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

D. Claims, Reports and Payments

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

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

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

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

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

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

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

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

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

E. Annual Report, Financial and Management Audit

1. Annual Audit and Reports

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

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

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

2. Compliance with Federal Single Audit Act

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

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

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

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

F. Indemnification and Insurance

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

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

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

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

G. Management Information System

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

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

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

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

H. Contract Property

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

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

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

I. Inspection of Books and Records

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

J. Subcontract

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

K. Regulatory Compliance

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

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

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

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

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

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

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

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

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

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

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

IV. **MISCELLANEOUS PROVISIONS**

A. **Additional Appendices**

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

Appendix G – Disclosure Statements

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

Appendix H – Disaster Response Plan

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

Appendix I – Accounting System & Financial Capability Questionnaire

Appendix J – Corporate Compliance Plan

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

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

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

Appendix K – Organizational Chart

The **Contractor** shall provide a copy of its Organizational Chart.

Appendix L – Service Utilization

Using the template provided, the **Contractor** shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served
Please note whether this expense is a Gross, Net or Average calculation.

Appendix M – Performance Measurement

Using the template provided, the **Contractor** shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

Appendix N – Miscellaneous/Other

B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)

The **Contractor** agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the **Contractor** is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

V. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the **Contractor**.

The **County** shall be released from any and all responsibilities and obligations arising from the **Services** covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.


Notice of termination must be in writing, signed by an authorized official and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

VI. THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

COUNTY BY:



Anthony J. Picente, Jr.
Oneida County Executive


12/30/10
Date



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

11/24/18
Date

CONTRACTOR BY:



Thomas Wattles, President
Board of Directors
Rescue Mission of Utica

10/28/10
Date



Rev. William E. Dodge, Executive Director
Rescue Mission of Utica

10/28/10
Date

Approved as to form only:
Oneida County Attorney

By: 

Date: 12/14/10

**APPENDIX A
CONTRACT BUDGET 2011
UTICA RESCUE MISSION**

	OMH	\$338,592.00	
	OMRDD		
	OASAS	\$787,939.00	
Total State Aid			\$1,126,531.00
County Funds			
Voluntary Contribution (Matched)			\$0.00
Unmatched Contribution by Agency (non-funded amt)			\$0.00
TOTAL FUNDING			\$1,126,531.00

Appendix B: Service/Program Narrative

I. General Agency/Organization Parameters

- A. State the mission of the agency/organization. The mission statement includes the overall purpose of the agency/organization and is the basis upon which its services, goals and objectives are defined. **Attach a copy of the Board Resolution or motion**, which the governing body has adopted or passed authorizing the **Contractor** to provide the specified Services and Programs under the conditions contained in this Agreement. Label this *Appendix B: Section IA*.
- B. The delivery of mental hygiene services in Oneida County is HIPAA-defined as an *Organized Health Care Arrangement* or an *Organized System of Health Care*. Included in this definition is “a clinically integrated care setting in which individuals typically receive health care from more than one health care provider.” Upon the final execution of this Agreement, the **Contractor** is explicitly agreeing to participate in the Oneida County Mental Health System of Care. List the written Business Associate and/or Chain of Trust agreements the **Contractor** has with other service providers that enhance the continuity of care and accessibility of needed services. Describe, **in detail**, how these agreements foster networking and support community integration through the use of generic community-based services. Attach a photocopy of these Agreements and label this *Appendix B: Section IB*.
- C. Attach a copy of the agency/organization’s overall Quality Assurance Program. Describe how the data gathered in *Appendix L* and *Appendix M* of this Agreement will be utilized. Also include how consumer and family satisfaction will be monitored by the **Contractor** and incorporated into the plan. Label this *Appendix B: Section IC*.

II. Service/Program Narrative Outline

NOTE: Please complete a separate Section II for each individual Service/Program covered under this Agreement as outlined in *Appendix A*.

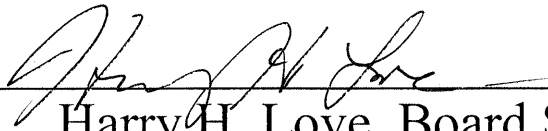
- A. Describe the individual Service/Program by name, type and location, including the manner in which it will be provided by the **Contractor**. Include how the agency/organization’s overall Scope of Service (as outlined in Section II of the main body of this Agreement) encompasses the individual Service/Program. If State-licensed or certified, please include a copy of the current Operating Certificate.
- B. Explain, **in detail**, how the Services and Programs offered through this Agreement will support the goals of personal recovery and self-sufficiency. Also, where applicable, please describe how the **Contractor** values and utilizes employment as a recognized indicator of successful treatment and supportive services.

Appendix (1) A

A meeting was held October 27th 2010, of the Rescue Mission of Utica Board of Directors. At this meeting the Board:

authorized the agency to provide services specified under the conditions contained in the body of the Agreement, namely Enriched Single Room Occupancy Program Services and Addictions Crisis Center Services.

Signed



Harry H. Love, Board Secretary

Oneida County Department of Mental Health
Appendix B: Program Narrative
2011

I. General Agency Parameters

A. Mission Statement:

"The Rescue Mission of Utica is a Christian ministry which endeavors to assess and unconditionally meet the physical, emotional and spiritual needs of all people who come for assistance."

The Rescue Mission in its endeavor to meet the spiritual, physical and emotional needs of individuals have reached out to persons afflicted with the disease of alcoholism since 1890. Alcoholism and drug addiction have a severe negative impact upon the physical, emotional and spiritual well being of the individuals it touches. Combine these symptoms with mental illnesses and the severity is rapidly intensified.

It is the Mission's goal throughout all of our programs to offer a hand up out of the depressive and extraordinary state that that client or resident is in. In order to do this need, assessments have to be done. Once these needs are established a comprehensive and individual plan is initiated for each person. A monitoring system is in place that helps our staff to see progress in regards to that plan. If a client is beyond our level of care the individual is referred to an agency that can better address those needs.

Appendix B: (I) B

The Rescue Mission works closely and collaboratively with professionals, families and self-help resources. We have formal written service contracts with the agencies below and are attempting to establish others in our locale. With the medical model as our guide, we take a biopsychosocial-spiritual approach to devastating social problems. Our goal is to begin where the client 'is' and move him/her forward towards a better quality of life. Our collaboration with others will benefit the client and family system by obtaining an all-inclusive record of strengths and weaknesses. We are seeing a changing population with multiple needs that require many systems to aid the client. As we integrate services and provide parallel treatment, our clients will be able to move from professional help, to mutual help, to self-help and independence within our community.

Our data has shown that persons presenting themselves for services in all our programs have need that cross over to alcoholism, physical health, mental health, drug and social service agencies. As we link our services into a larger network in order to adequately meet the multiple needs of the persons being served, the community benefits. The agency also provides a choice of referral to private counseling services.

Written Agreements are as follows:

- ❖ St. Elizabeth's Medical Center and Residency Program

Working agreements are as follows:

- ❖ Conifer Park
- ❖ Herkimer County Alcohol & Substance Treatment Services
- ❖ Tully Hill
- ❖ Faxton/St. Luke's Medical Center
- ❖ United Cerebral Palsy of Greater Utica, Inc.
- ❖ Human Technologies
- ❖ Mental Health Connections
- ❖ Neighborhood Center
- ❖ Catholic Charities
- ❖ Mohawk Valley Psychiatric Center
- ❖ Insight House, Inc.
- ❖ McPike Alcoholism Treatment Center
- ❖ Family Services
- ❖ Rome Community Services
- ❖ JCTOD Outreach
- ❖ YWCA of the Mohawk Valley
- ❖ Aids Community Resources
- ❖ Compeer of the Mohawk Valley

The Rescue Mission of Utica, Inc., has implemented a HIPAA compliance plan that became effective in 2003. This included the development and distribution of a Notice of Privacy Practices for all program participants, a revised Employee Confidentiality/Non-Disclosure Agreement, updated Consent and Authorization Forms, and appropriate staff training on all points related to client confidentiality and privacy. HIPAA training is now a part of the orientation regimen given to all new employees.

The agreements with the above-listed agencies have been updated as HIPAA-compliant chain of trust agreements. This has been formalized through an Organized Health Care Arrangement with the Oneida County Department of Mental Health.

These agreements enable the Rescue Mission to participate in and enrich the following essential processes:

a. Program planning at the community level: The partnership between public and private, non-profit service providers is best epitomized by regular OMH -led planning meetings addressing Housing, Mental Health, Alcohol and Addictions, and Dual Recovery. The Rescue Mission is represented--and able to give and receive valuable input--at these meetings.

b. Most appropriate client referral: A Single Point of Access/Entry referral system is currently being utilized by the mental health service community in Oneida County. The Rescue Mission provides a point of entry into the local treatment system at its Addictions Crisis Center, ELC and Emergency Housing Unit. Through representation on the SPOA/E, Rescue Mission staff are able to participate in matching clients with the most effective case management or residential options.

c. Client treatment planning and delivery: The Rescue Mission interfaces daily with other service providers that make up treatment teams for OMH clients. This is possible because of the Organized Health Care Arrangement. The result is a higher degree of networking, communication, and integration in the delivery of services.

Appendix I-C OASAS-A written consumer exit survey is distributed to clients upon discharge to assess our services. It can be anonymous. A client/staff meeting is held monthly to discuss improvements to program and overall satisfaction to services.

The client is totally involved in all aspects of the discharge plan. If the client wishes to have the family or significant others involved in the discharge plan those wishes will be honored. The client is also involved in a patient evaluation of our services. The reporting data to OASAS is available and covers a multitude of categories. A report of concerns and or problems is given to the Mission's Quality Assurance Committee for review as the need arises. Feedback from the Quality Assurance Committee is used in resolution. At all times the focus will be to reduce the unnecessary duplication of services and to improve the clients quality of life. Client confidentiality is maintained in compliance with all state and federal regulations.

I-C ESRO The principles of Psychiatric Rehabilitation continue drive the daily operations of the program. Coupled with this is an exceptionally close relationship with all members of both their behavioral and primary care treatment team. In this manner we are able to discuss and investigate the best practices that are presently available and attempt to incorporate them with the residents. We do not make decisions for the residents, but we assist them in reviewing their options for rehabilitation. This will include a discussion of both the positive and negative results of their options. This philosophy in conjunction with the core services we provide has proven to substantially improve the quality of their lives and drastically reduce inpatient care.

II) A (1) Addictions Crisis Center (24 hours a day, 7 days a week)

210 Lansing Street, Utica, NY 13501

The Addictions Crisis Center implements a “medical model” of recovery. Research has proven addiction to be not only a physiological issue, but also a psychosocial issue. We approach the issue utilizing a bio-psycho-social-spiritual methodology. Our commitment to educating the client also predicts eradicating the genetic lineage over time. The ACC has embraced the integration model of dually and multi-diagnosed clients with expectation and welcome. Both disorders are given equity for treatment. Motivational interviewing and counseling is the foundation of our services. This proven model has shown to be effective in retention and completion with a very difficult population. The compiled information and demographics taken locally are compared to national trends and assists to better serve the population. Utilizing the admission and discharge statistics, the ACC develops, reforms and incorporates program services. The statistical data that is often reviewed is: early termination, successful completion, entry into treatment system, re-unification with family, compliance with court mandates, return to employment, effective mental health and substance abuse referrals, gender data, special populations, bed utilization average length of stay, integration with the community and providers, improved knowledge of disease clientele returning for services, and entry referrals to ACC. This data is reviewed bi-annually by the Program Committee to create an application of best practices and to strive for a program of excellence. Monthly statistics are reviewed by the Administrative staff and the Governing Authority to maintain integrity of services; Statistical data is transmitted to the licensing authority, NYS OASAS on a weekly basis. Data, along with Consumer Evaluations of satisfaction, and staff retention are the foundation of program development, growth and implementation.

B Individuals presenting to ACC are assessed in areas of vocation and education during the bio-psychosocial evaluation. Those who are able to work are encouraged to do so once they complete the program. Those who need inpatient treatment are assisted with employer notification and temporary disability. All individuals are encouraged to develop working goals for re-entry into the work force. Resources are available to individuals and counseling staff assists with the referral process. Individuals, who are motivated, are encouraged to accept referrals to “working programs” that strive for independence from the system and develop working skills and habits. The Rescue Mission’s own residential program includes the *Learning Center*, which has been very successful to move people into employment and educational settings. The ACC as an entry point to change utilizes every means to motivate people towards independence.

II) A (3) Enriched Single Room Occupancy, 901 Park Avenue, Utica, NY 13501

The Enriched Living Center is a New York State licensed 52 bed single room residential program for adults diagnosed with mental illness. The program is based on the principles of Psychiatric Rehabilitation. Staff are available on site 24 hours each day.

The major services provided are:

- Medication Management - A major emphasis of the program. This assists in maintaining the person in the community.
- Transportation to doctors appointments help the resident remain in contact with the community provider.
- Community based health care is provided on site two mornings a week. This allows all the residents who use the service access to the specialty medical services they may need.
- Phlebotomist services are available every Monday morning
- Pharmacy Services are provided by a local Pharmacies which deliver the prescriptions to our staff for each resident who chooses to use that provider.
- Adult Day Care Program through the local community
- Social Recreational Activities: Many of these activities are provided by our sister agencies and also shopping trips and social outings.
- Representative Payee services on campus to assist residents in managing funds
- Case -Management services is provided primarily through community agencies. Our staff assist on a daily basis the many coordinated activities for their medical and psychiatric care.
- Crisis Intervention - in the event of a crisis the staff are trained in how to manage the crisis. We also interact as necessary with the Community Mobile Crisis Team.
- Education and counseling in behavior and interpersonal skills is another fundamental program focus. Behavioral modifications are individually tailored to assist the person to achieve a higher level of functional health.

B As each resident is admitted to the ESRO program they are asked and encouraged to participate in vocational/educational programs. If they are not interested at that time, they are reassessed and asked again at least annually. However, if the resident's symptomology has improved to the extent that vocational/educational rehabilitation maybe an option for them, a readiness assessment is then performed per the philosophy of psychiatric rehabilitation. Once a resident shows interest, options are discussed with them. This includes the following:

The Rescue Mission also has a Learning Center where residents are encouraged to develop academic skills such as reading, writing, math, computer skills, work toward a GED, and/ or entry or reentry into higher education/ job opportunities or learn job interviewing skills. All residents are encouraged to tour the center and set up a schedule for attendance that meets their needs. Fourteen computers are available in the program for all residents to use this technology to further their skills.

Persons residing at the Enriched Living Center are encouraged to discuss employment opportunities with both the residence staff and their other clinical team members through such agencies as Human Technologies, Evergreen Industries, The ARC, RCIL, and The Central Association for the Blind and VESID.

Also residents volunteer as a means to become integrated into a social environment prior to working. People in the ESRO attend community day treatment programs and other community functions in addition to working.

Appendix C: Resolution 249 Compliance

Service and Program Locations

Attach a list of all Oneida County locations where services and programs will be provided. This list should include all services and programs notwithstanding their delineation in *Appendix A* of this Agreement. As required in Section XVIII of the Boilerplate language, attach a photocopy of the Agreement/Contract between the **Contractor** and the hauler of solid wastes and recyclables for each site. Include a certification statement from the Oneida-Herkimer Solid Waste Management Authority attesting that the hauler utilizes the facilities of the Authority in compliance with Resolution 249 of the Oneida County Board of Legislators.

See Attached

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

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

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

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

October 15, 2010

Mr. Mike Dow
Finance/Operations Director
Rescue Mission of Utica
212 Rutger Street
Utica, NY 13501

RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE

Dear Mr. Dow:

Based upon the information you provided, this will certify your compliance with County solid waste management policy, specifically the May 26, 1999 Oneida County Board of Legislators Resolution #249. Your current solid waste hauler (**Waste Management of Utica**) is presently delivering your solid waste to an Oneida-Herkimer Solid Waste Management Authority facility for disposal.

In the event that you change your solid waste hauler you should immediately contact the Oneida-Herkimer Solid Waste Authority office for solid waste hauler compliance verification.

If you any questions please feel free to contact this office.

Sincerely,



William A. Rabbia
Executive Director

WAR/aag

Appendix D: Insurance Statement

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

See Attached

PRODUCER 518.393.2109 FAX 518.346.0996 Merriam Insurance Agency 376 Broadway P O Box 1038 Schenectady, NY 12301-1038		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Rescue Mission of Utica 212 Rutger Street Utica, NY 13501		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Great American Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PAC8659009	11/17/2010	11/17/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP8659010	11/17/2010	11/17/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB8659011	11/17/2010	11/17/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Crime	SAA3597372	11/17/2010	11/17/2011	\$1,750,000 Employee Theft \$100,000 Forgery & Alteration \$50,000 Inside/Outside Premise

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 As per policy. Certificate holder is additional insured regarding contract funding for Mental Health Residential & Addiction Crisis Center Services.
 15 day written notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER Oneida County 800 Park Avenue Utica, NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Lisa Handy/LKH <i>Lisa Handy</i>
-------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Appendix E: Property

**Where applicable, list all property (i.e. equipment, materials and supplies), including the year purchased and the cost, as specified and accounted for in the Budget.
Resubmit only when revised or updated.**

N/A

Appendix F: HIPAA Policy and Procedures

**Where applicable, attach a copy of the Contractor's
HIPAA Policy and Procedures.**

Resubmit only when revised or updated.

Policy not revised or updated from last year.

Appendix G: Disclosure Statement

Complete the attached form entitled “CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS”.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

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

1. Grantee Name and Address:

Rescue Mission of Utica, Inc.

212 Rutger Street, Utica New York 13501

2. Application Number and/or Project Name:

2011 Contracting with Oneida County

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

William E Dodge

W.E. Dodge

10/28/10

5. Signature

6. Date

Appendix H: Disaster Response Plan

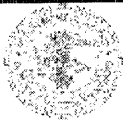
**Where applicable, attach a copy of the Contractor's
Disaster Response Plan.**

Resubmit only when revised or updated.

Plan not revised or updated from last year.

Appendix I: Accounting System and Financial Capability Questionnaire

**Complete the attached ACCOUNTING SYSTEM
AND FINANCIAL CAPABILITY QUESTIONNAIRE.**



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE**

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (<i>month, day, year</i>) 09/01/1905	b. Principle officers Thomas Wattles <hr/> Paul Plevritis <hr/> Harry Love	Titles President <hr/> Vice President <hr/> Secretary
c. Employer Identification Number: 15-0569359		
d. Number of Employees Full Time: 61 Part Time: 25		

2. Is the firm affiliated with any other firm: Yes No
 If "yes", provide details: this is the first line
 this is the second line

3. Total Sales/Revenues in most recent accounting period. (12 months)
 \$ 4,064,672.00

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? Yes No

a. If yes, provide name, and address of Agency performing review:	b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.
Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.	

2. Which of the following best describes the accounting system: Manual Automated Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? Yes No Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? Yes No Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? Yes No Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? Yes No Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Sure
b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants? Yes No Not Sure

SECTION D: FUNDS CONTROL

1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified? Yes No Not Sure

SECTION E: FINANCIAL STATEMENTS

1. Did an independent certified public accountant (CPA) ever examine the financial statements? Yes No

2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued. Enclosed N / A

3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:

SECTION F: ADDITIONAL INFORMATION

1. Use this space for any additional information (*indicate section and item numbers if a continuation*)

SECTION G: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

1. Signature



b. Firm Name, Address, and Telephone Number

Rescue Mission of Utica
212 Rutger Street
Utica, NY 13501

a. Title Executive Director

SECTION H: CPA CERTIFICATION

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. **If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.**

1. Signature

b. Firm Name, Address, and Telephone Number

a. Title

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810 - 7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

RESCUE MISSION OF UTICA, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2009 AND 2008

Financial Statements and Other
Financial Information

RESCUE MISSION OF UTICA, INC.

December 31, 2009 and 2008

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BARONE, HOWARD & Co., CPAs, PC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
and Officers of
Rescue Mission of Utica, Inc.
212 Rutger Street
Utica, New York 13501

We have audited the accompanying statements of financial position of Rescue Mission of Utica, Inc., (a not-for-profit organization) as of December 31, 2009 and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the Organization's 2008 financial statements and, in our report dated March 31, 2009; we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Rescue Mission of Utica, Inc. as of December 31, 2009 and 2008, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Barone, Howard & Co., CPAs, P.C.

BARONE, HOWARD & Co., CPAs, P.C.

May 10, 2010

RESCUE MISSION OF UTICA, INC.
Statements of Financial Position
December 31, 2009 and 2008

	2009	2008
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,718,352	\$ 1,425,857
Unconditional promises to give	10,000	10,000
Grants receivable	46,056	62,704
Food inventory	13,079	14,197
Prepaid items	<u>73,328</u>	<u>40,054</u>
Total current assets	<u>1,860,815</u>	<u>1,552,812</u>
Property and equipment	8,247,856	8,207,730
Less accumulated depreciation	<u>(3,889,478)</u>	<u>(3,522,303)</u>
Total property and equipment, net	<u>4,358,378</u>	<u>4,685,427</u>
Unconditional promises to give, long-term	<u>48,500</u>	<u>56,000</u>
Assets whose use is limited:		
Cash - representative payee program	1,473,427	989,931
Less escrow - representative payee program	<u>(1,473,427)</u>	<u>(989,931)</u>
Cash - Swancott Womens' Shelter	344,435	-
Investments	<u>573,744</u>	<u>503,447</u>
Total other assets	<u>918,179</u>	<u>503,447</u>
Total Assets	<u>\$ 7,185,872</u>	<u>\$ 6,797,686</u>
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	\$ 182,358	\$ 175,608
Accrued expenses	324,897	286,595
Current portion of long-term debt	<u>180,305</u>	<u>174,041</u>
Total current liabilities	<u>687,560</u>	<u>636,244</u>
Long-term liabilities:		
Post-employment benefits	16,000	10,065
Long-term debt	<u>3,469,173</u>	<u>3,649,478</u>
Total long-term liabilities	<u>3,485,173</u>	<u>3,659,543</u>
Net assets:		
Unrestricted	2,315,986	2,136,880
Temporarily restricted	<u>697,153</u>	<u>365,019</u>
Total net assets	<u>3,013,139</u>	<u>2,501,899</u>
Total Liabilities and Net Assets	<u>\$ 7,185,872</u>	<u>\$ 6,797,686</u>

See notes to financial statements.

RESCUE MISSION OF UTICA, INC.
Statements of Activities
For the years ended December 31, 2009 and 2008

	2009	2008
Unrestricted net assets:		
Support and revenues - Utica:		
Contributions/ Special events	\$ 1,200,160	\$ 896,475
Enriched Single Room Occupancy program	1,123,567	1,116,232
Addictions Crisis Center program	803,939	781,831
Representative Payee program	299,453	274,448
Men in Residence program	171,437	133,802
Miscellaneous revenue	134,352	125,049
Emergency Shelter program	83,688	78,247
Grant revenues	66,902	68,728
Residential stabilization program	56,029	97,273
SRO Rental income	25,450	25,434
Investment income (loss)	99,695	(154,229)
Total support and revenues	<u>4,064,672</u>	<u>3,443,290</u>
Support and revenues - Welcome Hall, Rome	<u>-</u>	<u>211,426</u>
Total support and revenues	<u>-</u>	<u>211,426</u>
Expenses:		
Salaries	2,121,168	2,179,920
Employee Benefits	397,279	431,331
Supplies	363,409	410,164
Fundraising/Public Relations	192,421	170,265
Utilities	210,717	243,598
Outside services	185,381	127,940
Depreciation	118,353	137,000
Insurance	67,873	80,770
Miscellaneous	33,970	49,256
Minor equipment	30,158	19,071
Professional expenses	25,074	23,780
Repairs and maintenance	22,434	43,455
Staff Development	21,307	28,023
Vehicle expenses	16,048	23,995
Total expenses	<u>3,805,592</u>	<u>3,968,568</u>
Change in net assets, before other income (expense)	<u>259,080</u>	<u>(313,852)</u>

RESCUE MISSION OF UTICA, INC.
Statements of Activities
For the years ended December 31, 2009 and 2008

Continued:

	2009	2008
Other income (expense):		
Capital grants - NYS for ACC and ESRO debt	379,605	372,455
Net assets released from restrictions	10,652	17,277
Welcome Hall Transitional costs	-	(65,421)
Depreciation and interest - NYS funded	<u>(470,231)</u>	<u>(478,748)</u>
Total other income (expense)	<u>(79,974)</u>	<u>(154,437)</u>
Change in unrestricted net assets	179,106	(468,289)
Unrestricted net assets, beginning of year	<u>2,136,880</u>	<u>2,605,169</u>
Unrestricted net assets, end of year	<u><u>\$ 2,315,986</u></u>	<u><u>\$ 2,136,880</u></u>
Temporarily restricted net assets:		
Grants and contribution revenues	\$ 342,786	\$ 117,378
Net assets released from restrictions	<u>(10,652)</u>	<u>(17,277)</u>
Change in temporarily restricted net assets	332,134	100,101
Temporarily restricted net assets, beginning of year	<u>365,019</u>	<u>264,918</u>
Temporarily restricted net assets, end of year	<u><u>\$ 697,153</u></u>	<u><u>\$ 365,019</u></u>
Total net assets:		
Change in net assets	511,240	(368,188)
Net assets, beginning of year	<u>2,501,899</u>	<u>2,870,087</u>
Net assets, end of year	<u><u>\$ 3,013,139</u></u>	<u><u>\$ 2,501,899</u></u>

RESCUE MISSION OF UTICA, INC.
Statement of Functional Expenses
For the year ended December 31, 2009
With comparative totals for 2008

	Total	Mgmt & General	Total Program Expenses	Addictions Crisis Center	Enriched Living Center	Parker House Residential Program	Emergency Shelter Program	Morris Learning Center Program	Rep. Payee Program	Community Services Program	Welcome Hall Community Center	Development Department	Food Service Program	Total 2008
Salaries	\$2,121,168	\$330,458	\$1,790,710	\$382,196	\$635,806	\$148,160	\$70,503	\$38,794	\$167,074	\$118,047	-	\$62,955	\$167,175	\$2,179,920
Employee Benefits	397,279	67,822	329,457	66,285	118,803	31,311	11,417	9,057	26,880	20,463	105	8,340	36,796	431,331
Supplies	363,409	8,838	354,571	21,030	33,490	5,347	8,661	779	19,473	87,314	447	1,726	176,304	410,164
Fundraising/Public Relations	192,421	30,160	162,261	-	-	-	-	-	-	7,043	-	155,218	-	170,265
Utilities	210,717	15,036	195,681	18,690	89,215	38,728	8,248	5,509	6,015	218	-	476	28,582	243,598
Outside services	185,381	31,821	153,560	104,169	22,674	5,167	1,884	2,053	3,091	-	-	9,034	5,488	127,940
Depreciation	118,353	34,151	84,202	6,812	25,437	8,434	1,653	5,425	5,834	787	15,860	672	13,288	137,000
Insurance	67,873	11,601	56,272	9,551	22,383	12,440	1,837	1,176	3,162	-	-	321	5,402	80,770
Miscellaneous	33,970	24,964	9,006	70,233	10,300	39,851	39,437	3,940	1,936	748	-	5	(157,444)	114,677
Minor equipment	30,158	1,712	28,446	18,239	2,028	950	594	-	50	6,585	-	-	-	19,071
Professional expenses	25,074	23,474	1,600	1,600	-	-	-	-	-	-	-	-	-	23,780
Repairs and maintenance	22,434	(69,500)	91,934	9,739	23,566	30,047	8,882	5,113	5,030	349	-	-	9,208	43,455
Staff Development	21,307	16,616	4,691	426	678	603	43	-	236	372	-	2,309	24	28,023
Vehicle expenses	16,048	3,451	12,597	4,334	3,364	-	-	-	-	-	1,807	-	3,092	23,995
Depreciation - N.Y.S. funded	266,923	-	266,923	44,427	222,496	-	-	-	-	-	-	-	-	327,604
Interest - N.Y.S. funded	203,308	-	203,308	26,307	177,001	-	-	-	-	-	-	-	-	151,144
Total expenses	\$4,275,823	\$630,604	\$3,745,219	\$784,038	\$1,387,241	\$321,038	\$153,159	\$71,846	\$238,781	\$241,926	\$18,219	\$241,056	\$287,915	\$4,512,737

RESCUE MISSION OF UTICA, INC.
Statements of Cash Flows
For the years ended December 31, 2009 and 2008

	2009	2008
Cash flows from operating activities:		
Change in net assets	<u>\$ 511,240</u>	<u>\$ (368,188)</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	385,276	403,654
Capital grant funding	(174,041)	(158,105)
Unrealized (gain) loss on investments	(70,201)	155,079
(Increase) decrease in:		
Unconditional promises to give	7,500	-
Grants receivable	16,648	23,530
Food inventory	1,118	(3,773)
Prepaid items	(33,274)	(12,472)
Increase (decrease) in:		
Accounts payable	6,750	3,443
Accrued expenses	<u>38,302</u>	<u>(73,146)</u>
Total adjustments	<u>178,078</u>	<u>338,210</u>
Net cash provided (used) by operating activities	<u>689,318</u>	<u>(29,978)</u>
Cash flow from investing activities:		
Cash payments for purchase of property and equipment	(58,227)	(176,147)
Change in investments	(344,531)	18,634
Change in post employment benefits	<u>5,935</u>	<u>(6,000)</u>
Net cash used by investing activities	<u>(396,823)</u>	<u>(163,513)</u>
Net increase (decrease) in cash and cash equivalents	292,495	(193,491)
Cash and cash equivalents, beginning of year	<u>1,425,857</u>	<u>1,619,348</u>
Cash and cash equivalents, end of year	<u>\$ 1,718,352</u>	<u>\$ 1,425,857</u>

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements
For the years ended December 31, 2009 and 2008

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Form and Activities

The Rescue Mission of Utica, Inc. operates as a not-for-profit corporation and uses December 31, as the end of its accounting year. Any excess of revenue over expenses is exempt from income taxes under 501(c)(3) of the Internal Revenue Code.

The Rescue Mission of Utica, Inc. was founded in 1890. It is a Christian ministry which endeavors to assess and unconditionally meet the physical, emotional and spiritual needs of people who come for assistance. The Organization provides services in the Utica and the Mohawk Valley region. It provides housing and support services to homeless and less fortunate individuals, emergency housing programs, a representative payee program, a residential program and an enriched single room occupancy program. Also operated is the addiction crisis center that offers treatment and counseling for individuals afflicted by substance abuse.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization uses the indirect method of reporting net cash flows from operating activities, and considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Investments

All investments in debt and equity securities with readily determinable fair values are recorded at fair value. All gains and losses on such securities (realized and unrealized) are included in operating income provided that donor restrictions do not prescribe alternative treatment.

Property and Equipment

Property and equipment are stated at cost or the fair market value at date of donation. Major additions and improvements to property and equipment in excess of \$1,000 are charged to the respective asset accounts while replacements, maintenance and repairs, which do not improve or extend the life of respective assets are expensed currently. When assets are sold and retired, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is included in operations.

Provisions for depreciation are made using the straight-line method, based upon the following estimated useful lives of the assets:

Buildings	25 – 30 years
Building and land improvements	10 – 15 years
Equipment	3 – 10 years
Vehicles	5 years

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Net Assets

The net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted - Unrestricted net assets represent those resources that are not subject to donor restrictions.

Temporarily Restricted - Temporarily restricted net assets represent those resources that are subject to donor-imposed stipulations that will be met either by actions of the Organization and/or the passage of time. Net assets released from restrictions represent the satisfaction of the restricted purposes.

Permanently Restricted - Permanently restricted net assets represent those resources that are subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments, and the net capital appreciation thereon, for the general or specific purposes.

Revenues

Revenues are reported at the estimated net realizable amounts from participants, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Programs operated are subject to audit. Retroactive adjustments and audit adjustments, if any, are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

The Organization reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how these long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Contributions receivable represent amounts committed by donors that have not been received by the Organization.

Functional Expenses

The costs of providing the various programs and activities have been allocated on a functional basis among the programs and supporting services benefited. Some expenses were allocated according to specific identification. Salaries and related expenses were allocated by percentage of time required. Some plant operating expenses were allocated by percentage of space.

Fundraising/Advertising Costs

Costs of fundraising/advertising are expensed as incurred.

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Donated Services

No amounts have been reflected in the financial statements for donated services. The Organization generally pays for services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization with specific assistance programs, fund-raising events and various committee assignments. The financial statements do not reflect the value of these contributed services because they do not meet the recognition criteria of SFAS No. 116, Accounting for Contributions Received and Made.

Fair Value Measurements

Financial Accounting Standards Board (FASB) Statement No. 157, *Fair Value Measurements* (FASB Statement No.157), establishes a framework for measuring fair value. The framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB Statement No. 157 are described below. Level 1 inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access. Level 2 inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability. Level 3 inputs to the valuation methodology are unobservable and significant to the fair value measurement. The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodology used at December 31, 2009.

Mutual Funds

Valued at the net asset value (NAV) of shares held at year end.

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Government obligation and equities

Valued at the closing price reported on the active market on which the individual securities are traded.

The methods described above may produce a fair value calculation that may be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value certain financial instruments could result in a different fair value measurement at the reporting date.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Accordingly, actual results could vary from the estimates that were used.

Comparative Financial Information

The financial statements include certain prior-year comparative amounts. Such total amounts do not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such amounts should be read in conjunction with the Organization's financial statements for the year ended December 31, 2008, from which the comparative total amounts were derived.

Reclassifications

Certain amounts in the prior year's financial statements have been reclassified to conform to the current year's presentation.

Note 2 CONCENTRATIONS OF CREDIT RISK

Cash

Financial instruments that potentially subject the Rescue Mission of Utica, Inc. to concentrations of credit risk consist principally of cash and cash equivalents. Cash and cash equivalents exceeding federally insured limits of \$250,000 per institution totaled \$1,796,892 at Adirondack Bank, \$202,446 at Bank of America, \$325,303 at Bank of Utica and \$94,435 at First Source FCU at December 31, 2009. The Organization does not require additional collateral.

Investments

Investments are subject to market value fluctuations.

Major Funding Sources

The Mission's primary program funding sources are from contributions and third-party reimbursement agreements with state and local government agencies.

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 3 INVESTMENTS

Investments are recorded at fair value based upon independent quotations. Investments consisted of the following at December 31, 2009 and 2008, respectively:

	2009	2009 Prices in	
	2009	Active Markets	Unrealized
	Cost	(Level 1)	Gain (Loss)
Money Market Fund	\$ 11,903	\$ 11,903	\$ -
Bond Fund of America	250,390	233,241	(17,149)
Growth Fund of America	116,206	99,077	(17,129)
Washington Mutual	242,606	192,005	(50,601)
American Funds	32,300	37,518	5,218
Total investments	<u>\$ 653,405</u>	<u>\$ 573,744</u>	<u>\$ (79,661)</u>

	2008	2008 Prices in	
	2008	Active Markets	Unrealized
	Cost	(Level 1)	Gain (Loss)
Money Market Fund	\$ 41,159	\$ 41,159	\$ -
Bond Fund of America	242,003	204,588	(37,415)
Growth Fund of America	116,040	74,211	(41,829)
Washington Mutual	238,458	162,623	(75,835)
American Funds	31,434	20,866	(10,568)
Total investments	<u>\$ 669,094</u>	<u>\$ 503,447</u>	<u>\$ (165,647)</u>

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with investment securities. It is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the Organization's balance sheets.

Investments have been classified as a non-current asset since it is the intent, although not formally expressed by the Board of Directors, not to use these assets to support current operations.

Investment income is summarized as follows:

	2009	2008
Investment income	\$ 29,800	\$ 57,049
Net realized gain (loss)	(306)	(56,199)
Unrealized gain (loss)	<u>70,201</u>	<u>(155,079)</u>
Total unrestricted investment income	<u>\$ 99,695</u>	<u>\$ (154,229)</u>

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 4 PROPERTY AND EQUIPMENT

Property and equipment and the related accumulation of depreciation consisted of the following at December 31, 2009:

	Cost	Accumulated Depreciation	Depreciation Expense
Land	\$ 90,041	\$ -	\$ -
Vehicles	95,124	70,507	4,787
Equipment	1,259,277	850,968	112,647
Buildings and improvements	<u>6,803,414</u>	<u>2,968,003</u>	<u>267,842</u>
	<u>\$ 8,247,856</u>	<u>\$ 3,889,478</u>	<u>\$ 385,276</u>

The Rescue Mission of Utica was awarded a \$700,000 grant in 2008 to renovate the Parker House shelter for homeless men in Utica, New York. The grant was provided through the Federal Home Loan Bank of New York Affordable Housing Program. Work on the building is expected to begin in the spring of 2010.

Note 5 PROMISES TO GIVE

The Organization had the following promises to give at December 31, 2009:

Receivable in less than one year	\$ 10,000
Receivable in one to five years	62,500
Receivable in more than five years	-
Total unconditional promises to give	<u>72,500</u>
Less discounts to net present value	<u>14,000</u>
Net unconditional promises to give at December 31, 2009	<u>\$ 58,500</u>

The Organization received a promise to give of \$100,000 in 2000 to be received over ten years. The promise to give was discounted by 8.5% to reflect the present day value of these future receipts.

Note 6 GRANTS RECEIVABLE

Grants receivable balances are as follows:

	2009	2008
OASAS Funding	\$ -	\$ 10,247
Housing Receivables	27,018	21,853
Residential Stabilization Program	10,003	26,600
Other Funding	8,651	3,620
HUD Funding	<u>384</u>	<u>384</u>
	<u>\$ 46,056</u>	<u>\$ 62,704</u>

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 7 DEFERRED REVENUE

Deferred revenue represents payments received in 2009 that became revenue in 2010.

Note 8 LONG-TERM DEBT

Long-term obligations are consisted of the following at December 31:

	2009	2008
Mortgage payable – Dormitory Authority of New York State, ACC Building, \$974,000 payable in semi-annual installments through August 2015, principal plus fees and interest at 5.46%, secured by real property.	\$ 414,000	\$ 474,000
Mortgage payable – Dormitory Authority of New York State, ESRO Building 2, \$2,561,300 payable in semi-annual installments through June 2029, principal plus fees and interest at 5.1476%, secured by real property.	2,319,351	2,384,524
Mortgage payable – Dormitory Authority of New York State, ESRO Building, \$1,327,000 payable in semi-annual installments through December 2021, principal plus fees and interest at 5.78%, secured by real property.	916,127	964,995
	<u>3,649,478</u>	<u>3,823,519</u>
Less current portion	180,305	174,041
Long-term debt	<u>\$ 3,469,173</u>	<u>\$ 3,649,478</u>

The Dormitory Authority bonds will be paid by the New York State Office of Alcoholism and Substance Abuse Services and the New York State Office of Mental Health. These mortgages are non-recourse to the **RESCUE MISSION OF UTICA, INC.**

Future principal loan repayment requirements are as follows:

	ACC BUILDING	ESRO BUILDING 2	ESRO BUILDING	TOTAL
2010	\$ 60,000	\$ 68,572	\$ 51,733	\$ 180,305
2011	60,000	72,147	54,766	186,913
2012	70,000	75,909	57,977	203,886
2013	70,000	79,867	61,377	211,244
2014	75,000	84,031	64,976	224,007
2015	79,000	88,412	68,786	236,198
Thereafter	-	1,850,413	556,512	2,406,925
	<u>\$ 414,000</u>	<u>\$ 2,319,351</u>	<u>\$ 916,127</u>	<u>\$ 3,649,478</u>

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 9 CAPITAL GRANTS

The Organization received funding from New York State of \$ 379,605 and \$372,465 in 2009 and 2008, respectively. These funds were applied by New York State directly towards the principal and interest owed on the debt outstanding to the Dormitory Authority of New York State mortgages. The Organization did not receive any amounts directly.

The amount of funding is as follows:

	ACC	ESRO	ESRO2	2009	2008
Interest	\$ 26,307	\$ 55,081	\$ 124,176	\$ 205,564	\$ 214,350
Principal	60,000	48,867	65,174	174,041	158,105
Total	<u>\$ 86,307</u>	<u>\$ 103,948</u>	<u>\$ 189,350</u>	<u>\$ 379,605</u>	<u>\$ 372,455</u>

Note 10 RETIREMENT

The Organization sponsors a 401(k) plan. Employees are eligible at age 21 after one year of service. The Organization matches up to 1½% of the employees' contributions. Pension expenses charged to operations was \$16,112 and \$15,438 for the years ended December 31, 2009 and 2008, respectively.

Note 11 IN-KIND DONATIONS

The Organization receives various foods as gifts from local merchants and individuals. Accordingly, the value of the food and supplies have been recorded as revenue at its estimated market value of \$170,853 and \$221,404 for the years ended December 31, 2009 and 2008, respectively. Food and supply costs were recorded at an equal amount, leaving no affect on the change in net assets.

Note 12 REPRESENTATIVE PAYEE PROGRAM

The Representative Payee Program involves the management of personal finances on behalf of certain program participants who are deemed unable to manage their financial affairs. The Organization receives various funds, which are deposited into escrowed checking accounts. The funds are then expended, providing for the welfare of program participants. As of December 31, 2009 and 2008, the amounts were as follows:

	2009	2008
Cash	\$ 1,473,427	\$ 989,931
Escrow	(1,473,427)	(989,931)
Net	<u>\$ -</u>	<u>\$ -</u>

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 13 POST-EMPLOYMENT BENEFITS

The Organization provides certain benefits to former employees. The remaining liability was approximately \$16,000 and \$10,065 at December 31, 2009 and 2008, respectively. The financial statements include a provision for such costs in the amount of \$6,000 and \$6,000, which has been charged to operations in 2009 and 2008 respectively.

Note 14 THIRD PARTY REIMBURSEMENTS

Funding is received from New York State and local governments to reimburse the Organization for expenses incurred in providing the Addiction Crisis Center, Enriched Single Room Occupancy, Single Room Occupancy, Residential and Emergency Shelter, and Residential Stabilization programs. These expenses are subject to audit by the various funding sources. The Organization feels the adjustments, if any; resulting from such audits would be minimal.

Note 15 SELF-INSURANCE

The Organization has elected to be self-insured for New York State unemployment benefits. Estimated costs of \$20,186 and \$20,366 have been charged to operations in 2009 and 2008, and recorded as a potential liability. The amount of the potential liability, if any, in excess of the amounts accrued cannot be estimated at December 31, 2009.

Note 16 STATEMENTS OF CASH FLOWS

Supplemental disclosures of non-cash transactions are as follows:

	2009	2008
Capital grants for mortgage principal	\$ 174,041	\$ 158,105
Capital grants for interest expense	205,564	214,350
In-Kind Donations	170,853	221,404

Note 17 NET ASSETS

The Organization uses three classes of net assets in recording its activity. Permanently restricted net assets contain funds, which were donated in perpetuity for purposes specified by the donor. Temporarily restricted net assets account for assets that are restricted by donors to a specified time or purpose. All other activity is recorded in the unrestricted net assets category. The Organization does not have any permanently restricted net assets.

RESCUE MISSION OF UTICA, INC.
Notes to Financial Statements - continued
For the years ended December 31, 2009 and 2008

Note 17 NET ASSETS - continued

Temporarily restricted net assets are available for the following purposes:

	2009	2008
A) Grant – Equipment	\$ 14,967	\$ 14,967
B) Promises to give	58,500	66,000
C) Donations – Women’s Shelter	341,691	-
D) Grant – Emergency Shelter Construction	278,799	278,799
F) Other	3,196	5,253
	<u>\$ 697,153</u>	<u>\$ 365,019</u>

Note 18 CONTINGENCIES

Land and a building were purchased in 2008 for use as the new location for the residence program. Litigation by surrounding property owners has prevented the property to be used. The Organization was unsuccessful to date in challenging the litigation. It plans to sell this property in 2010.

The Organization received a total of \$341,691 from the former Swancott Home, Inc. The agreement provides \$85,423 to be available to start a women’s shelter. The balance of \$256,268 is to be placed in trust with only the investment income to be available for use in the women’s shelter program. If the women’s shelter is not operational by January 31, 2012, the monies are to be transferred to the Community Foundation of Herkimer and Oneida Counties Inc. to be distributed to women’s shelters through grants.

Note 19 ORGANIZATIONAL CHANGES

On October 1, 2008, the former program Welcome Hall Community Center became a separate not for profit organization, the Rome Rescue Mission. The Rescue Mission of Utica is leasing the land and buildings and provided seed money in 2008 to assist the new organization.

Note 20 SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 10, 2010, the date the financial statements were available to be issued.



BARONE, HOWARD & Co., CPAs, PC
CERTIFIED PUBLIC ACCOUNTANTS

May 10, 2010

The Members of the Board of Directors and Management
Rescue Mission of Utica, Inc.
212 Rutger Street
Utica, New York 13502

Ladies and Gentlemen:

In planning and performing our audit of the financial statements of Rescue Mission of Utica, Inc. as of and for the year ended December 31, 2009, in accordance with auditing standards generally accepted in the United States of America, we considered Rescue Mission of Utica, Inc.'s internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing our opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all such deficiencies have been identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct financial statement misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in Rescue Mission of Utica, Inc.' internal control to be significant deficiencies:

1) Observation

The Organization requires two signatures on all checks. We tested a sample of checks from February 2009 and noted four checks from the same check run lacking the second signature. None of the checks noted were over \$750.

Recommendation

We recommend that the Finance Committee review the procedures to determine why some checks do not conform to the policy.

Other Matters For Management Attention

a) **Observation**

The Organization did not issue IRS Form 1099 for rents paid to landlords for Representative Payee clients. Internal Revenue Service regulations require such payments to be included on IRS Form 1099.

Recommendation

We recommend that IRS Form 990 be issued for rents paid for Representative Payee clients in 2010.

b) **Observation**

The IRS Form W-2 issued by Automatic Data Processing did not report the housing allowance paid to two employees.

Recommendation

We recommend that ADP be contacted to include this information on IRS Form W-2 for 2010.

This communication is intended solely for the information and use of the Finance Committee, Board of Directors and management within the Organization and is not intended to be, and should not be used by anyone other than these specified parties.

We have already discussed these comments and suggestions with various Organization personnel. We would be pleased to discuss these comments with you at greater length and assist you in the implementation of any of our recommendations should you so desire.

We appreciate the cooperation and the assistance we received during the course of the audit.

Very truly yours,

Barone, Howard + Co. CPAs P.C.

Barone, Howard & Co. CPAs, P.C.



BARONE, HOWARD & Co., CPAs, PC
CERTIFIED PUBLIC ACCOUNTANTS

May 10, 2010

The Members of the Board of Directors and Finance Committee
Rescue Mission of Utica, Inc.
212 Rutger Street
Utica, New York 13501

Ladies and Gentlemen:

We have completed the audit of the financial statements of Rescue Mission of Utica, Inc. as of and for the year ended December 31, 2009.

Our professional standards require that we communicate with you concerning certain matters that may be of interest to you in fulfilling your obligation to oversee the financial reporting and disclosure process for which management of the Rescue Mission of Utica, Inc. is responsible. We have prepared the following comments to assist you in fulfilling your obligation.

Our Responsibility Under Auditing Standards Generally Accepted in the United States of America

Our responsibility is detailed in auditing standards generally accepted in the United States of America. Those standards require, among other things, that we obtain a sufficient understanding of the Organization's internal control to enable us to properly plan our audit and to determine the nature, timing and extent of audit procedures to be performed.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Therefore, our audit involves judgment about the number of transactions to be examined and the areas to be tested. Our audit was planned and performed to obtain reasonable assurance about whether the financial statements are free of material misstatement. However, because of the concept of reasonable assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements, whether caused by error or fraud, may exist and may not be detected by us. Our responsibility as auditors is limited to the period covered by our audit and does not extend to the later periods for which we are not engaged as auditors. As auditors, we must necessarily rely upon the integrity and cooperation of management and the assistance of your accounting staff. As a condition of our engagement, management will be asked to sign a written representation letter attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our audit.

Significant Accounting Policies

The Organization's significant accounting policies are set forth in Note 1 to the financial statements. During the year ended December 31, 2009, there were no significant changes in previously adopted accounting policies or their application.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and on assumptions about future events. Significant accounting estimates reflected in the Organization's financial statements include:

- Collectibility of accounts and pledges receivable.
- Recovery period (useful lives) used for depreciation of property and equipment.
- Expiration of time or purpose restrictions for temporarily restricted net assets.
- Consideration if donations/bequests and grants should be accounted for as temporarily or permanently restricted net assets.

Audit Risk Areas

The following are the audit risk areas that we have identified, and our responses to contain these risks.

<u>Audit Risk Area</u>	<u>Auditor Responses</u>
Revenue recognition	Analytically tested accounts receivables in relation to total revenues for the year. Tested receipts and due from third parties in relation to prior year, contract amounts and changes in amounts due to settlement or repayments. Tested time and purpose restrictions of contributions and grants for amounts to be recorded as temporarily restricted or permanently restricted net assets. Tested prior year temporarily restricted net assets for possible release of restrictions due to time or purpose.
Salaries and related expenses.	Reviewed the Organization's payroll reports and accruals. Tested accrued payroll and PTO balances.

Fixed assets are properly classified.

Reviewed expenditures for new vehicles, equipment and buildings and improvements. Reviewed expenditures for maintenance and repairs for classification as expenses. Reviewed useful lives for possible impairment issues. Recorded disposal of equipment.

Representative Payee Program.

We tested a sample of expenditures tracing the disbursement to the invoice and cancelled check. We reviewed the signatures on the cancelled checks. We reviewed the reconciliation process for the accounts and tested the signature policy.

Significant Audit Adjustments

Our audit was designed to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether caused by error or fraud. In addition, we are obligated by auditing standards generally accepted in the United States of America to inform you of any uncorrected misstatements aggregated by us for the most recent period that were determined by management to be immaterial, and therefore not adjusted. A total of only five audit adjustments were identified. Any audit adjustments we noted during the audit have been recorded.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial, reporting, or auditing matter, whether or not resolved to our satisfaction that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Organization's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Major Issues Discussed with Management Prior to Retention

Throughout the year, routine discussions regarding the application of accounting principles or auditing standards were held with management in connection with the transactions that have occurred, transactions that are contemplated, or reassessment of current circumstances. However,

these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention. Such discussions have been helpful in conducting the audit.

Difficulties Encountered in Performing the Audit

We encountered no major difficulties in dealing with management related to the performance of our audit. We received the full cooperation of the Organizations' accounting staff during the audit. The Organization has excellent records, a well trained staff and was very prepared for the audit. We appreciate all the assistance of Michael Dow and his staff in conducting the audit.

This report is intended solely for the use of the board of directors and management within the Organization and is not intended to be, and should not be used by anyone other than these specified parties. We would be pleased to meet to discuss this report with you further at your convenience.

Very truly yours,

Barone, Howard & Co., CPAs P.C.

Barone, Howard & Co., CPAs, P.C.

Appendix J: Corporate Compliance Plan

**Attach a copy of the Contractor's Corporate Compliance Plan
(see pgs. 12-13 in the main body of this Agreement).**

Resubmit only when revised or updated.

Plan not updated or revised from last year.

Appendix K: Organizational Chart

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

See attached

RESCUE MISSION ORGANIZATIONAL TABLE OF EMPLOYEES

NOTE: Bolded names indicate Directors or Department Heads

Employee Name	Department	Job Title	PT/ FT	Shift(s) worked	Reports To
Rev. Bill Dodge	Administration	Executive Director	FT	8:00-4:00 M-F	Board of Directors
Stacia Bridger	Administration	Executive Assistant	FT	8:00-4:00 M-F	Executive Director
Mary Fisher	Administration	Human Relationships Coordinator	FT	8:00-4:00 M-F	Executive Director
Debi Kenyon	Development	Director of Development	FT	8:00-4:00 M-F	Executive Director
Karin Pflanz	Development	Development Specialist	FT	8:00-4:00 T-F	Director of Development
Tim Harriman	Development	Administrative Assistant	FT	8:00-4:00 M-Th	Director of Development
Anne Kesler	Development	Donation Specialist	FT	8:00-4:00 M-F	Director of Development
Linda Krumme	Development	Donor Assistant	PT	As needed/seasonal	Director of Development
Mike Dow	Finance	Director of Finance and Operations	FT	8:00-4:00 M-F	Executive Director
Paul Kogut	Finance	Payroll Manager, Accounts Payable, Purchasing Manager	FT	8:00-4:00 M, W, Th, F	Director of Finance and Operations
Jozef Malinowski	Finance	General Accountant	FT	10:00-6:00 M-Th	Director of Finance and Operations
Jeff Bello	Facilities	Director of Facilities	FT	8:00-4:00 M-F	Executive Director
Jack Hudson	Facilities	Assistant Director of Facilities	FT	5:30am-1:30pm M-F	Director of Facilities
Wallace Houghtaling	Facilities	Transportation Assistant	FT	8:00-4:00 M-F	Director of Facilities
Chris Prest	Facilities	Housekeeper	FT	36 hours; various	Director of Facilities
David Rahn	Facilities	Housekeeper	FT	7-3 M-F	Director of Facilities
<i>Vacant</i>	Facilities	Housekeeper	FT	32 hours	Director of Facilities
John Mroziuk	Food Service	Director of Food Service	FT	8:00-4:00 M-F	Director of Finance and Operations
Felix Rodriguez	Food Service	Cook/Supervisor	FT	5:30am-1:30am M-F	Director of Food Service
Mike Chance	Food Service	Cook/Supervisor	FT	10:00-6:00 M-F	Director of Food Service
Willie White	Food Service	Cook/Supervisor	FT	7:00am-6:00pm S,S	Director of Food Service

Revised October 22, 2010

<i>Vacant</i>	Food Service	Steward				7:00-1:00 M, T, W			Director of Food Service
Steve Karram	Food Service	Steward				10:00-6:00 M-F	FT		Director of Food Service
						10:00-6:00 Sat-Sun; 4:00-6:00 W,Th,F	PT		Director of Food Service
Rick Johnson	Spiritual Life	Aftercare Program Director and Chaplain				8:00-4:00 M, T, Th 11:00-7:00 W 3:00-7:00 Sun	FT		Executive Director
Ernie Talerico	Emergency and Community Services	Emergency and Community Services Director				7:30-3:30 M-F	FT		Director of Programs
Chris Hullar	Emergency and Community Services	Learning Center Coordinator				8-4 M-F	FT		Emergency and Community Services Director
Sam Nicholas	Emergency and Community Services	Residential Aide				12-8 & 8-4 Sa, 8-4 Su, various shifts	FT		Emergency and Community Services Director
Michael Eaton	Emergency and Community Services	Residential Aide				4-12 Sat-W	FT		Emergency and Community Services Director
Mike Diamond	Emergency and Community Services	Residential Aide				12-8 Th-Mon	FT		Emergency and Community Services Director
Edgar Galarza	Emergency and Community Services	Residential Aide				Various 4-12 and 12-8 shifts	FT		Emergency and Community Services Director
Alan Merrick	Emergency and Community Services	Residential Aide				4-12 F, Sat, Sun, T, W	FT		Emergency and Community Services Director
Tyrone Pitts	Emergency and Community Services	Residential Aide				One shift per month and as available	PT		Emergency and Community Services Director
Ernest Brown	Emergency and Community Services	Residential Aide				One shift per month and as available	PT		Director of Residential

Walt Buchinski	Rep-Payee	Program Manager	FT	8-4 M-F	Director of Finance and Operations
Ray Loomis	Rep-Payee	Client Service Coordinator	FT	8-4 M-F	Rep-Payee Program Manager
Rosa Portorreal	Rep-Payee	Client Service Coordinator	FT	8-4 M-F	Rep-Payee Program Manager
Sharon Costello	Rep-Payee	Account Coordinator	FT	8-4 M-F	Rep-Payee Program Manager
Marty Lanigan	Rep-Payee	Account Coordinator	FT	8-4 M-F	Rep-Payee Program Manager
Tom Hankinson	Rep-Payee	Clerical Accounts Assistant	PT	8-4 M, T, Th	Rep-Payee Program Manager
Sandra Minsaa	Rep-Payee	Clerical Assistant	FT	8-4 M-F	Rep-Payee Program Manager

*Many employees at the ACC and ELC are required to work every other weekend (so they usually have one day off per week to offset this)

Rebecca King	ACC	Director of ACC	FT	8-4 M-F	Director of Programs
Marie Elliott, RN	ACC	Assistant Director	FT	8-4 M-F	Director of ACC
Sharon Davis, LPN	ACC	Team Leader	FT	8-4 M-F*	Director of ACC/ Nursing Supervisor
Maria Copperwheat, RN	ACC	Nursing Supervisor— <i>see ELC</i>	PT	4 hours/week	Director of Programs
Kristine Koster	ACC	Nurse	FT	4-12 M-F	Nursing Supervisor
Bill Abel	ACC	Nurse	FT	12-8 M-F	Nursing Supervisor
Carol Lamandia	ACC	Nurse	PT	8-4 e/o weekend	Nursing Supervisor
<i>Vacant</i>	ACC	Nurse	PT	4-12 e/o weekend	Nursing Supervisor
<i>Vacant</i>	ACC	Nurse	PT	4-12 e/o weekend	Nursing Supervisor
<i>Vacant</i>	ACC	Nurse	PT	12-8 e/o weekend	Nursing Supervisor
<i>Vacant</i>	ACC	Nurse	PT	12-8 e/o weekend	Nursing Supervisor
Cecily Bowman	ACC	Nurse	PT	One shift per month and as available	Nursing Supervisor
Heather Dingman	ACC	Nurse	PT	One shift per month and as available	Nursing Supervisor

<i>Vacant</i>	ACC	Counselor	FT	8-4 M-F*	Director of ACC
Liz Nemcek	ACC	Counselor	FT	8-4 M-F*	Director of ACC
Ralph Valentine	ACC	Counselor	FT	Noon-8:00 M-F	Director of ACC
Sara Wolven	ACC	Counselor	PT	5-10, rotating with other evening counselor	Director of ACC
Denise Yourdon	ACC	Counselor	PT	5-10, rotating with other evening counselor	Assistant Director of ACC
Jamie Angelhow	ACC	Counselor	PT	One shift per month and as available	Director of ACC
Jonathan Minor-Hansen	ACC	Client Care Provider	FT	8-4 M-F*	Assistant Director of ACC
Jennifer Brown	ACC	Client Care Provider	FT	4-12 M-F*	Assistant Director of ACC
Andrea Pietras	ACC	Client Care Provider	FT	12-8 M-F	Assistant Director of ACC
Angela Carter	ACC	Client Care Provider	PT	One shift per month and as available	Assistant Director of ACC
Kathleen Niemenski	ACC	Client Care Provider	PT	8-4	Assistant Director of ACC
Tom Ortiz	ACC	Client Care Provider	PT	4-12	Assistant Director of ACC
George Edee	ACC	Client Care Provider	PT	12-8 Sat, Sun	Assistant Director of ACC

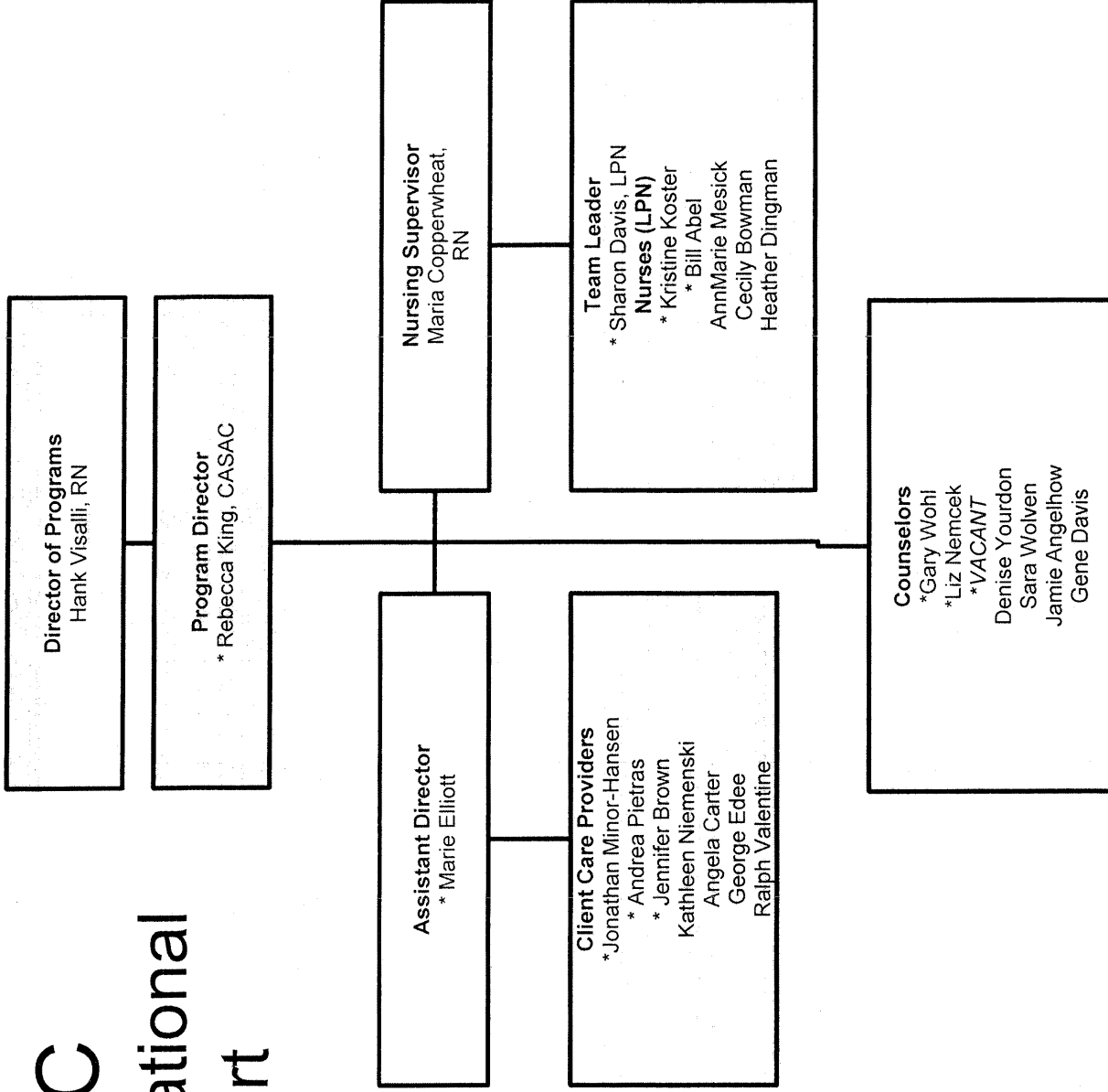
Hank Visalli	ELC	Director of Programs	FT	8-4 M-F	Executive Director
Maria Copperwheat	ELC	Associate Director of ELC; Nursing Supervisor for ACC	FT	8-4 M-F	Director of Programs
Jacquelyn Franklin	ELC	Administrative Assistant	FT	8-4 M-F	Director of Programs
Christina Mason	ELC	Resident Care Specialist	FT	8-4 M-F	Associate Director of ELC
Daniel Smith	ELC	Resident Care Coordinator	FT	8-4 M-F	Associate Director of ELC
Steven Taylor	ELC	Counselor II	FT	7-3 M-F*	Associate Director of ELC
Lisa Wormsley	ELC	Counselor II	FT	7-3 M-F*	Associate Director of ELC
Joyce Bass	ELC	Counselor II	FT	7-3 M-F*	Associate Director of ELC
Rhonda Park	ELC	Counselor II	FT	7-3 M-F*	Associate Director of ELC
Jennifer Minor-Hansen	ELC	Counselor I	FT	7-3 M-F*	Associate Director of ELC
Crystal Brown	ELC	Counselor I	FT	3-11 M-F*	Counselor III (CM)
Roseann Simmons	ELC	Counselor I	FT	3-11 M-F*	Counselor III (CM)
Bruce Denslow	ELC	Counselor I	FT	3-11 M-F*	Counselor III (CM)
Christine Grzesiak	ELC	Counselor I	FT	3-11 M-F*	Counselor III (CM)

Tom Stevens	ELC	Counselor I	FT	11-7 M-F*	Counselor III (DS)
Alafia Edmonds	ELC	Counselor I	FT	11-7 M-F*	Counselor III (DS)
Debbie Ferdula	ELC	Counselor I	FT	11-7 M-F*	Counselor III (DS)
Sherry Buccheri	ELC	Counselor I	PT	7-3	Counselor III (CM)
<i>Vacant</i>	ELC	Counselor I	PT	7-3	Counselor III (CM)
Sam Ajaeb	ELC	Counselor I	PT	7-3	Counselor III (CM)
Seth Richardson	ELC	Counselor I	PT	3-11	Counselor III (CM)
Monique Wilson	ELC	Counselor I	PT	3-11	Counselor III (CM)
Joe Ziobro	ELC	Counselor I	PT	3-11	Counselor III (CM)
Jamie Merchant	ELC	Counselor I	PT	3-11	Counselor III (CM)
Forestine Williams	ELC	Counselor I	PT	11-7	Counselor III (DS)
Lynn Leggett	ELC	Counselor I	PT	11-7	Counselor III (DS)
<i>Vacant</i>	ELC	Counselor I	PT	11-7	Counselor III (DS)
Jennifer Grant	ELC	Counselor I	PT	One shift per month and as available	Counselor III (DS)
Dietra Harvey	ELC	Counselor I	PT	One shift per month and as available	Counselor III (CM)

Tom Lenahan	Programs: (.6 ELC, .4 ACC)	Transportation Assistant: Programs	FT	7:30-3:30 M-F	Director of Programs
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ACC

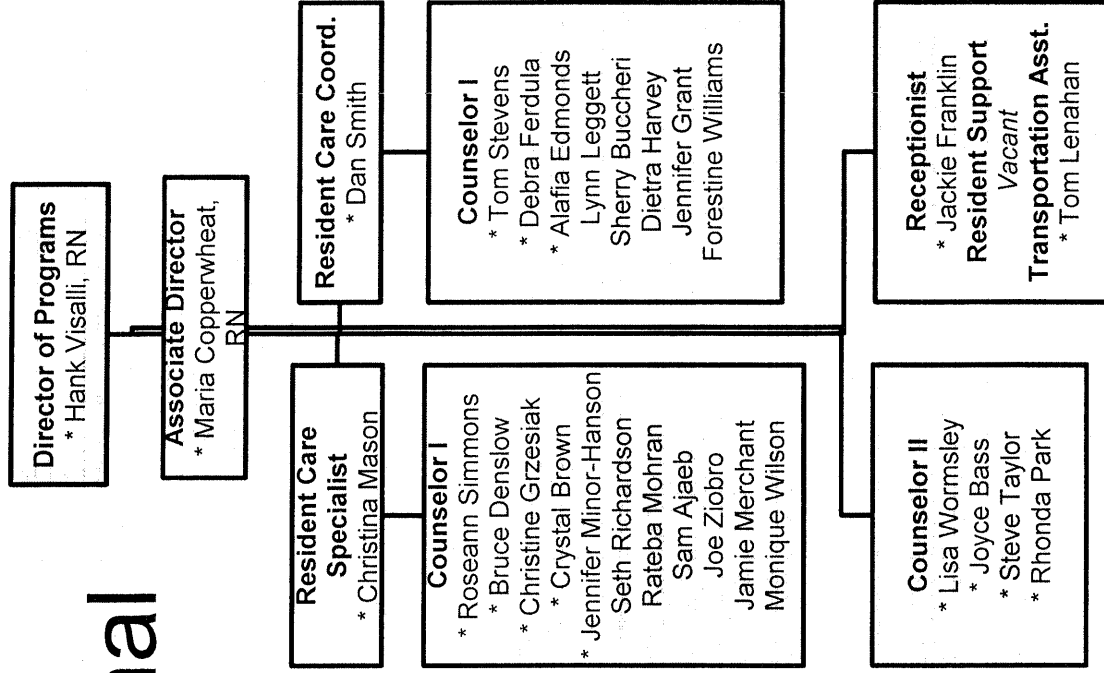
Organizational Chart



* Indicates full-time

Current as of 8/1/10

ELC Organizational Chart



* Indicates full-time

Appendix L: Service Utilization

USING THE TEMPLATE PROVIDED (SEE ATTACHED), PLEASE SUBMIT THE FOLLOWING PROGRAM-SPECIFIC INFORMATION:

- TOTAL ANNUAL (SPECIFY YEAR) UNITS OF SERVICE FOR EACH CONTRACT PROGRAM. REMEMBER TO CLEARLY DEFINE WHAT YOU MEAN BY A “UNIT OF SERVICE”.
- UNDUPLICATED COUNT OF TOTAL NUMBER OF PERSONS SERVED ANNUALLY (SPECIFY YEAR) IN EACH CONTRACT PROGRAM.
- OF THOSE PERSONS SERVED, ANNUAL (SPECIFY YEAR) COST PER PERSON IN EACH CONTRACT PROGRAM. PLEASE SPECIFY IF THIS COST IS A GROSS, NET OR AVERAGE CALCULATION.

ADDITIONALLY, YOU ARE EXPECTED TO REPORT THE ABOVE DATA TO OCDMH ON A YEAR-TO-DATE (YTD) BASIS AT LEAST QUARTERLY.

RESPONSIBLE STAFF SHOULD BE IDENTIFIED AND A PHONE NO. PROVIDED.

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - Rescue Mission of Utica

CONTRACT YEAR X2011 2012 2013

CONTRACT PERIOD Q1 Q2 Q3 Q4 Annual

SERVICE UTILIZATION

SERVICE/ PROGRAM	SERVICE/ PROGRAM CODE	TOTAL NO. OF PERSONS SERVED (UNDUPLICATED)	TOTAL NO. OF SERVICE UNITS	DEFINITION OF SERVICE UNIT	COST PER PERSON SERVED	COMMENTS
ACC	3510	720	8,200	patient day	\$96.00	total revenue divided by the units of service
ESRO	8050	35	10,000	patient day	\$34.00	total revenue divided by units of service

SUBMITTED BY: Mike Dow

DATE: 10/28/10

Appendix M: Performance Measurement

PLEASE INCLUDE YOUR PERFORMANCE MEASUREMENT PLAN SPECIFIC TO THE PROGRAMS AND SERVICES OUTLINED IN THIS CONTRACT. IT SHOULD CONTAIN ANY RELEVANT PERFORMANCE MEASUREMENT ACTIVITIES, INCLUDING ANY INDICATORS (INPUT/PROCESS/OUTPUT/ OUTCOME) DEVELOPED OR EXPECTED TO BE DEVELOPED DURING THE TERM OF THE CONTRACT AND ANY DATA COLLECTION METHODS USED.

USING THE TEMPLATE PROVIDED (SEE ATTACHED), YOU ARE EXPECTED TO SUBMIT TO OCDMH A QUARTERLY PERFORMANCE MEASUREMENT REPORT SHOWING THE RESULTS OF ANY INDICATORS/MEASURES IN PLACE DURING THE PRECEDING THREE-MONTH PERIOD. A CUMULATIVE ANNUAL PERFORMANCE MEASUREMENT REPORT SHOULD ALSO BE PROVIDED.

AGENCY STAFF RESPONSIBLE FOR THIS TASK SHOULD BE IDENTIFIED BY NAME AND PHONE NO.

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - Rescue Mission of Utica

CONTRACT YEAR - 2010 2011 2012 2013

CONTRACT PERIOD Q1 Q2 Q3 Q4 Annual

PERFORMANCE MEASUREMENT

<u>SERVICE/PROGRAM</u>	<u>DOMAIN</u> ACCEPTABILITY ACCESSIBILITY APPROPRIATENESS COMPETENCE CONTINUITY EFFECTIVENESS EFFICIENCY SAFETY	<u>INDICATOR/MEASURE</u>	<u>QUARTERLY RESULTS</u>	<u>TYPE</u> INPUT PROCESS OUTPUT OUTCOME	<u>PRIORITY</u> HIGH MEDIUM LOW	<u>BENCHMARK</u>	<u>DATA COLLECTION SOURCE(S)</u>	<u>TITLE(S) OF RESPONSIBLE STAFF</u>
Addiction Crisis Center	Continuity	% of program completers meets or exceeds statewide average per quarter.	68% goal	Outcome	Medium	62%	NYS (PAS) System	Program Director Assistant Program Director
Addiction Crisis Center	Competence	Counseling staff will receive 1 hour of direct supervision 4 x monthly	100% goal	Process	High	100%	Internal schedule for supervision and supervision notes	Program Director
Addiction Crisis Center	Appropriateness	Documentation in 5 of 5 charts that an appropriate treatment referral was made.	100%	Process	High	100%	5 out of 5 charts should show date, agency, contact name and bed date for client.	Program Director Assistant Program Director

SUBMITTED BY: Hank Visalli, Rebecca King

DATE: 11/2/10

Appendix N: Miscellaneous/Other

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

December 20, 2010

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

Dear Mr. Picente:

C-026476 **WAYS & MEANS**

PUBLIC HEALTH

FN 20 11 - 014

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 AM 11:17

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

This grant will provide the Environmental Health Division of the Oneida County Health Department to provide investigations, enforcement and emergency response that could impact water supplies, assure compliance with Part 5 of the State Sanitary Code, enhance the safety of drinking water at non-public systems, and implement New Safe Drinking Water Act Programs and Regulations. Environmental Health is responsible for the oversight of nearly 200 public and certain non-public water supplies in Oneida County. The term of this grant will become effective on April 1, 2010 and remain in effect through March 31, 2011. Reimbursement will be in the amount of \$133,623 and is 100% State funded. This grant is being submitted for approval after the commencement date as grant was received on December 16, 2010.

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

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

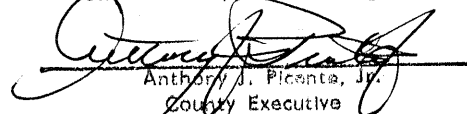
Sincerely,



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

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 1-6-11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Water Enhancement Program

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Water Supply Protection
547 River Street, Flanigan Square, Room 400
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Victor E. Pisani, Director
Bureau of Water Supply Protection

SUMMARY OF STATEMENTS: The Environmental Health Division’s public water supply program is responsible for the oversight of nearly 200 public and certain non-public water supplies in Oneida County. The goal of this program is to ensure that the public is protected from waterborne disease and contamination, both naturally occurring and human caused. Certain facilities regulated by NYS Agriculture and Markets are considered non-public water systems, but technical assistance is provided if problems arise or new systems are developed.

PREVIOUS CONTRACT YEAR: April 1, 2009 through March 31, 2010
TOTAL: \$129,774

THIS CONTRACT YEAR: April 1, 2010 through March 31, 2011
TOTAL: \$133,623

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

FUNDING SOURCE: Grant Award \$ 133,623* A3417

Less Revenues:	_____	_____
State Funds		133,623
County Dollars - Previous Grant	\$	-0-
County Dollars - This Grant	\$	-0-

SIGNATURE: Gayle D. Jones, Ph.D., MPH, CHES Director of Health
DATE: December 20, 2010

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

CONTRACTOR

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

Title: Oneida County Executive
Date: _____

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

STATE OF NEW YORK)
) SS:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement) _____

ATTORNEY GENERAL'S SIGNATURE

Title: _____

Date: _____

Contract No. C-026476

STATE AGENCY

By: Howard A. Freed, M.D.
(Print Name)

Title: Director, Center for Environmental Health
Date: _____

State Agency Certification:
"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):
 New York State Department of Health
 Bureau of Water Supply Protection
 547 River St., Flanigan Square, Room 400
 Troy, NY 12180

NYS COMPTROLLER'S NUMBER: C-026476

CONTRACTOR (Name and Address):
 Gayle Jones, Interim Public Health Director
 Oneida County
 185 Genesee Street, 4th Floor
 Utica, NY 13501

ORIGINATING AGENCY CODE: 12000

TYPE OF PROGRAM(S)
 Drinking Water Enhancement Program

FEDERAL TAX IDENTIFICATION NUMBER:

INITIAL CONTRACT PERIOD
 FROM: 04/01/2010

MUNICIPALITY NO. (if applicable):
 30-0100000000

TO: 03/31/2011

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

FUNDING AMOUNT FOR INITIAL PERIOD:
 \$133,623

MULTI-YEAR TERM (if applicable):
 FROM: 04/01/2010
 TO: 03/31/2015

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

CONTRACTOR IS() IS NOT(X) A
 SECTARIAN ENTITY

CONTRACTOR IS() IS NOT(X) A
 NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

<u> X </u>	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act
_____	APPENDIX _____	Business Associate Agreement
_____	APPENDIX _____	_____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

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

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
- i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

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

- i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
- iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

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

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

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

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

◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including

subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

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

- a) The prospective lower tier participant certifies, by submission of this

proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

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

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

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

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

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

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

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

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the

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

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000

and not more than \$100,000 for each such failure.

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service

being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

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

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

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
 - **DB-120.1** -- Certificate of Disability Benefits Insurance OR
 - **DB-155** -- Certificate of Disability Benefits Self-Insurance
14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX B

ONEIDA COUNTY HEALTH DEPARTMENT
 WATER SUPPLY SUPERVISION
 Workplan Budget
 SFY10-11

The following is a proposed budget for total funding being allocated to Oneida County for SFY10-11.

	Expected Expenditures (OCHD Budget use)	DWEP Grant Proposal (NYSDOH use)
A. Personal Services (PS) (including overtime):		
Staff		
<i>Principal Public Health Sanitarian</i>	\$47,014	\$47,014
<i>Senior Public Health Sanitarian</i>	\$42,462	\$42,462
<i>Public Health Sanitarian</i>	\$47,467	\$47,467
TOTAL	\$136,943	136,943
Fringe @ 40.91%	\$56,023	\$0
TOTAL PS	\$192,966	\$133,623*
B. Other Than Personal Services (OTPS):		
Supplies, Materials and Equipment:	\$0	0
<i>General Office Supplies, Sampling Materials, Repair / Replacement of necessary Equipment, and Travel for staff to meet program goals and objectives</i>		
Contractual Services		
<i>Contractual Clerical Staff (50%)</i>	\$0	0
TOTAL OTPS	\$0	0
TOTAL PROJECTED EXPENDITURES	\$192,966	\$133,623*
	(\$59,343) over \$133,623* grant	*New level according to May 14, 2010 notification

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

- A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ① the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ① if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

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

- ① the end of the first quarterly period of this AGREEMENT; or
- ① if this contract is wholly or partially supported by federal funds, availability of the federal funds:

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

- B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 90 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Bureau of Water Supply Protection, 547 River St., Flanigan Square, Room 400, Troy, NY 12180.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual

expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

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

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

II. Progress and Final Reports

Organization Name: Oneida County

Report Type:

A. Narrative/Qualitative Report

Oneida County will submit, on a quarterly basis, not later than 60 days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how Oneida County has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

Oneida County will submit, on a quarterly basis, not later than 60 days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

Oneida County will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

APPENDIX D

WATER SYSTEM SUPERVISION Workplan Template SFY10-11

The following is a listing of program areas (both existing areas as well as new initiatives) which should be addressed in the work plan developed for the Drinking Water Enhancement grant. Each county health department has unique characteristics, which will require unique emphasis on the various items. Annual LHD comprehensive program assessments shall be utilized in identifying special programmatic emphases and correcting programmatic deficiencies. Please note that for each of those tasks/activities that are quantifiable, the work plan should identify not only the anticipated output but also the level of output achieved during a past "base year," (e.g. '99) prior to receipt of this enhanced funding. The work plan for SFY10-11 should be developed for the 12-month period (4/1/10 – 3/31/11).

Investigations/ Enforcement/ Emergency Response

1. Elimination of known public health hazards by immediate correction or other mitigation at all impacted public water supplies.
2. Investigation of water borne disease outbreaks, potentially attributable to drinking water.

General Public water supply compliance activities

1. Disinfection waiver review – all systems with waivers require an annual sanitary survey and review for 5 -1.30(e) compliance. (List number of disinfection waived systems, all of which require an annual sanitary survey)
Where necessary waivers must be revoked and technical assistance and regulatory oversight provided in the planning, design, and installation of disinfection/treatment facilities.
2. Provide oversight, technical assistance, and take appropriate enforcement actions for Part 5 requirements, including but not limited to the following:
 - a. Total Coliform Rule
 - b. Surface Water Treatment Rule
 - c. Stage 1 Disinfectants/Disinfection By-products Rule and Stage 2 Disinfectants/Disinfection By-products Rule
 - d. Interim Enhanced/Long Term 1 Surface Water Treatment Rule and Long Term 2 Enhanced Surface Water Treatment Rule
 - e. Radiological Rule
 - f. Arsenic Rule
 - g. Ground Water Rule – (Although not yet incorporated in Part 5 staff shall implement the requirements of the Federal Ground Water Rule, which became effective on December 1, 2009. Systems in violation in excess of 60 days must be referred to EPA through the BWSP for potential enforcement action.)

3. General water supply compliance tracking (MCLs/M&R), including citing violations, enforcement against public health hazards and significant non-compliers, assuring required public notifications are performed and reported.
4. Conduct sanitary surveys, using the following priority:
(Provide the number of systems and number of sanitary surveys to be conducted in each category)
 - Filtration Avoidance Systems (List number of non-compliant systems)
 - All Systems with Disinfection Waivers (List number of waived systems)
 - Community Systems (Surface/Groundwater)
 - Purchase Systems (with and without treatment)
 - Non-Transient Systems (Surface/Groundwater)
 - Transient Non-Community Systems (Surface/Groundwater)
 - Permitted Facilities with Individual Water Systems
 - Bottled Water Facilities
5. Assure all applicable systems have updated emergency response plans in place. Review/approve updates to VAs and ERPs. Maintain a list of systems requiring plans and their status. Assess and note progress in implementing ERP/VA recommendations and other basic security issues during sanitary surveys of applicable systems.
6. Review Monthly/Quarterly Operation Reports (List number of surface systems and groundwater systems and groundwater systems that provide treatment)
7. Public Water System Monitoring
Notify public water systems of their annual monitoring responsibilities using sample schedules from SDWIS and reports developed by the Department. (List number of systems receiving notification.)
8. Special investigations, studies, or training related to the water supply program that may be conducted.

Routine Compliance Activities

1. Assure follow-up sampling for all Total Coliform Rule, Ground Water Rule and MCL violations or triggers is conducted.
2. Identify groundwater sources under the direct influence of surface water and take appropriate compliance and enforcement actions, using the newly developed GWUDI compliance guidance and related documents.
3. Full utilization of the Safe Drinking Water Information System (SDWIS Web)
(Procurement of hardware/software to improve connectivity and performance is an eligible budgetary expense while costs for ancillary local databases are not.)

- a. Add and maintain inventory data, sample points and schedules; enter all sample result data; promptly enter violation and enforcement information including return to compliance; maintain sanitary survey information including tracking of significant deficiencies; implement new rule requirements; continue use of or demonstrate readiness for use of compliance determination support functions.
- b. Correct deficiencies noted in QA reporting, reconcile all existing data errors and address new errors at least on a weekly basis.
- c. Support implementation of electronic drinking water reporting, demonstrating readiness with test water systems and system groups prior to full implementation.
- 4. Assure Lead Monitoring is completed and Optimum Corrosion Control provided.
- 5. Assure Annual Water Quality Reports (including SWAP summaries) are adequately completed and distributed.
- 6. Review Certified Operator applicants, assure proper certification and assist in operator training, including new certification requirements.
- 7. Assure systems have cross connection control plans. (List number of systems with adequate plans)
- 8. Assure systems practicing fluoridation are properly constructed and operated at "optimum" levels. (List number of systems that fluoridate.)
- 9. Conduct Drinking Water Quality Surveillance (Provide number of samples to be collected and analysed.
 - Bacteriological
 - Inorganic Chemicals
 - Organic Chemicals
 - Other
- 10. Assist in promoting, identifying and implementing Drinking Water State Revolving Fund (DWSRF) projects. (List number of projects on DWSRF Readiness List)
- 11. Conduct Plan Review, including new source reviews, comments on Water Supply Applications, promoting specific system improvements, and assuring the review and approval of back flow prevention devices.
- 12. Provide advice regarding water quality and quantity issues and long-term solutions to these problems.
- 13. Maintain a working knowledge of Appendix 5-B and provide technical assistance to individual well owners.
- 14. Perform viability reviews, under the Capacity Development program, for any new system, existing systems, and systems applying for DWSRF assistance.

Enhance the safety of drinking water at non-public water systems. (optional)

- a. Evaluate the sanitary quality and construction of water systems not regulated by the State Sanitary Code but providing drinking water to the public.

b. Provide technical assistance to Individual Homeowners, Special Event Operators and other facilities serving water to the public.

c. Certain activities related to, but go beyond, the delivery of the full drinking water program, as approved (i.e. on-site wastewater treatment systems or other)

Staff Development

1. Maintain the necessary professional engineering capacity to review engineering plans and specifications, as well as conduct sanitary surveys and operational assessments of public water systems.
2. Attendance by Director of Environmental Health and appropriate drinking water staff at a minimum of two training sessions involving water supply issues that are scheduled or announced by the Department, including special regional and Conference of Environmental Health Director meetings.

Implement New Safe Drinking Water Act Programs and Regulations

Notify water systems, implement monitoring programs and identify deficiencies that water systems may experience with new standards as they are promulgated and implemented.

DWE Reporting

1. Quarterly reporting in the form provided by the Department to the Regional Office.
2. A mid-year status report of work plan activities (through 9/30/10) is due to the Regional Office by December 31, 2010.
3. A final status report of work plan activities (through 3/31/11) is due to the Regional Office by June 30, 2011. This provision shall survive the term or termination of this contract.

Appendix G

NOTICES

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

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

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

State of New York Department of Health

Name: Victor E. Pisani

Title: Director, Bureau of Water Supply Protection

Address: 547 River Street, Troy, New York 12180

Telephone Number: 518-402-7650

Facsimile Number: 518-402-7659

E-Mail Address: vep01@health.state.ny.us

Oneida County Health Department

Name: Ms. Gayle Jones

Title: Interim Public Health Director, Oneida County Health Department

Address: 185 Genesee Street, 4th Floor, Utica, NY 13501

Telephone Number: 315-798-5064

Facsimile Number: 315-798-6486

E-Mail Address: gjones@ocgov.net

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Agency Code 12000
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- _____ Modifies the contract period at no additional cost
- _____ Modifies the contract period at additional cost
- _____ Modifies the budget or payment terms
- _____ Modifies the work plan or deliverables
- _____ Replaces appendix(es) _____ with the attached appendix(es) _____
- _____ Adds the attached appendix(es) _____
- _____ Other: (describe) _____

This amendment is is is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____

This will result in new contract terms of:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX A-2

Funds provided under this contract may not be used to supplant the MUNICIPALITY'S funds being matched under the Public Health Law Article 6 State Aid Program. The MUNICIPALITY must at least maintain its 1999 expenditure level for water program activities.

The proportionate amount of money to be distributed through this contract is based upon a formula that provides for a \$75,000 minimum allocation plus a proportional amount based upon the number of community and non-transient non-community water systems (.56), non-community water systems (.14), population (.20) and the number of community water system sources (.10). The distribution amount represents the maximum amount of funds available to municipalities for providing water supply protection activities during the period April 1, 2010 to March 31, 2011. Payments will be made on a quarterly basis to local health departments upon receipt of a Standard Voucher #AC-92 and a quarterly Payment and Reporting Form. The final report for program expenditures is due on June 30, 2011.

Payment of the distribution amount is predicated upon the performance of activities described in the WORKPLAN. The STATE shall recover any unearned portion of monies distributed under this contract following the end of the agreement period. Such recoveries shall be for funds not expended on authorized drinking water activities. The unearned portion of the distribution amount may be recovered from any other payments due from the STATE to the MUNICIPALITY.

The MUNICIPALITY shall provide services and deliverables as described in the WORKPLAN for the period of April 1, 2010 through March 31, 2011.

A final report will be required by the New York State Department of Health's Center for Environmental Health 90 days after the conclusion of the contract term to the extent to which the services and deliverables have been provided. This provision shall survive the term or termination of this contract.

By signing this contract and submitting a completed and signed Standard Voucher (AC-92) for payment, the MUNICIPALITY agrees with and will abide by the terms of the CONTRACT and the WORKPLAN and will abide by the terms contained herein.

ONEIDA COUNTY HEALTH DEPARTMENT

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 11-015

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 AM 10:53

December 15, 2010

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

PUBLIC HEALTH

Dear Mr. Picente:

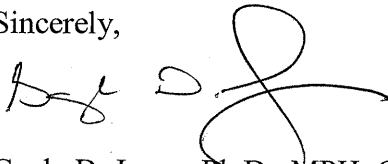
WAYS & MEANS

Attached are four (4) copies of an amendment between Oneida County through its Health Department and Health Research, Inc. (HRI)

Health Research, Inc. (HRI) has awarded the Oneida County Health Department – Community Wellness Program additional funding in the amount of \$76,884. 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 term of this agreement shall become effective December 1, 2010 and remain in effect through June 29, 2011. Funds are 100% federally funded.

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

Sincerely,



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

attachments

ry

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



Anthony J. Picente, Jr.
County Executive

Date 1-11-11

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: Ki Whaley, Contract Administrator

SUMMARY STATEMENTS: This agreement provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first-degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 may be enrolled for comprehensive breast and cervical cancer screening, and associated diagnostic testing that meet financial qualifications. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening, and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. Also eligible to apply for services are women who are asymptomatic for breast and cervical cancer.

PREVIOUS CONTRACT YEAR: June 30, 2009 through June 29, 2010

TOTAL: \$119,202

THIS CONTRACT YEAR: December 1, 2010 through June 29, 2011

TOTAL: \$76,884 Additional funding for patient service fees

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

FUNDING SOURCE: A4090.495 A3451

Less Revenues:	_____	_____
Federal Funds (HRI)		\$76,884
County Dollars – Previous Contract		\$ -0-
County Dollars – This Contract		\$ -0-

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

DATE: December 9, 2010

AMENDMENT #1

This Agreement, made this 1ST day of Dec., 2010 by and between **HEALTH RESEARCH INC.**, hereinafter referred to as "HRI," a domestic not-for-profit corporation, and **ONEIDA COUNTY DEPARTMENT OF HEALTH**, hereinafter referred to as "Contractor."

WHEREAS, heretofore on or about the 11th day of August, 2010, the parties hereto entered into a certain agreement regarding "Integrated Cancer Services Program", HRI Contract Number 3492-03; and,

WHEREAS it is now desired to amend that provision of such contract designate as "Total Contract Amount", and to substitute a new budget identified as Exhibit "B" Revised.

It is mutually agreed by both parties the "Total Contract Amount" of Agreement HRI Reference Number 3492-03 will be **\$76,884**.

It is further agreed, by and between the parties hereto, that said Agreement in all portions thereof, as heretofore and herein amended, shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have agreed and executed this amendment.

HEALTH RESEARCH INC.


Michael J. Nazarko
Executive Director

ONEIDA COUNTY DEPARTMENT OF HEALTH

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

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

Exhibit "B" Revised

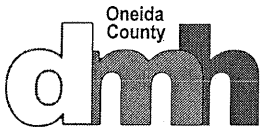
Deliverables:

Patient Service Fees \$ 76,884



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



Department of Mental Health
235 Elizabeth Street
Utica, New York 13501

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

December 22, 2010

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

FN 20 11 - 010

**PUBLIC HEALTH
WAYS & MEANS**

2010 JAN 11 AM 11:13
RECEIVED
ONEIDA COUNTY LEGISLATURE

Re: Purchase of Service / Consulting Agreement between the Oneida County Department of Mental Health and the Social Science Associates, Inc. commencing January 1, 2011 through December 31, 2013.

Dear Mr. Picente:

I am enclosing six (6) copies of a Consulting contract between Oneida County Department of Mental Health and Social Science Consulting for your review and signature.

Under the terms and conditions of this Agreement, the Social Science Consulting will collect, analyze and develop reports as required by the Oneida County Commissioner of Mental Health utilizing data obtained from contract agencies, the Oneida County Department of Social Services and the Oneida County Correctional Facility. This is part of the Department's ongoing effort to collect and organize the available data into useful information concerning utilization patterns across disparate systems. Social Science Consulting will also direct the homelessness prevention "Continuum of Care" planning and assessment process required by HUD to renew or qualify for McKinney Act Homeless Assistance funding.

This contract is supported by **\$74,000** from the Mental Health Federal Medicaid Salary Sharing funds and the New York State Office of Mental Health. **No Oneida County tax dollars are associated with this agreement.**

Thank you in advance for your time and consideration in the processing of this agreement. If you have any questions, please contact me at any time.

Respectfully,

Linda M. Nelson
Linda M. Nelson
Commissioner

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

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

Date 1-6-11

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Social Science Associates

Title of Proposed Service/Program: Data Collection and Analysis (HUD – Federal)

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

Client Population/Number to be Served: Child and adult residents of Oneida County who are affected by mental illness, developmental disabilities and/or substance abuse, and required service systems.

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, Social Science Associates will:

A. Collect, analyze data and develop reports from contract agencies, various County departments and consumers of behavioral health services as required by the Oneida County Commissioner of Mental Health. These activities include, but are not limited, to:

- 1) Administer the Oneida County Homeless Management Information System (HMIS) required by the federal Housing and Urban Development (HUD) agency for jurisdictions that receive HUD “Continuum of Care” (CoC) funding. HMIS administration includes setting policies and procedures for the collection, storage, transfer, and analysis of data gathered by homeless assistance providers in Oneida County; monitoring compliance of HMIS data providers and software vendors with HMIS Data and Technical Standards; and providing data to HUD for the Annual Homeless Assessment Report (AHAR) required by congressional mandate.
- 2) Facilitate the Oneida County “10-Year Plan to End Chronic Homelessness” authorized by the Oneida County Executive. Activities required for the development of this plan include an analysis of Oneida County Department of Mental Health (OCDMH) and HMIS data to assess utilization of criminal justice, mental health and housing services by chronically homeless persons, with a focus on chronically homeless persons utilizing mental health services in Oneida County.
- 3) Consult regarding the development of supportive housing and other programs for persons with a mental health and/or substance abuse disability who become homeless or are at risk of homelessness in Oneida County.

B. Direct the homelessness prevention/intervention of the “Continuum of Care” planning and assessment process required by HUD to renew and qualify for new McKinney/HEARTH Act Homeless Assistance funding; manage the COC documentation process required by HUD to receive Supportive Housing and Shelter Plus Care funding (approximately \$2.5 million/year for

Oneida County); conduct a census of homeless persons and families in Oneida County and collect additional data on housing needs for homeless persons (including veterans) and families; update the current housing program and homeless support services resource guide.

II. Service/Program Objectives and Outcomes:

Collect and analyze data on homelessness, chronic homelessness, and housing and treatment needs for individuals with a mental health and/or substance abuse disability; manage a "Continuum of Care" planning process to support the renewal of HUD and NYS-funded homeless assistance and supportive housing programs in Oneida County. The primary objectives of these services are to 1) reduce the incidence and length of homelessness for persons with mental illness and/or substance abuse disabilities; 2) decrease the over utilization of local law enforcement, criminal justice, emergency medical and psychiatric inpatient resources for such individuals; 3) improve public safety and; 4) reduce the local and state cost burden associated with managing the chronic homelessness of persons with a behavioral health disability.

III. Service/Program Design and Staffing:

The Consultant has extensive experience in research design and several years of successful consulting experience with OCDMH.

Total Funding Requested:

Gross Budget	\$74,000.00
Revenues (All Sources)	0
Net Amount	\$74,000.00
Federal Funds	\$74,000.00
State Funds	0
County Funds	0
Other	0

Account #: A4310.195

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of this contract be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based upon Federal Aid allocation.

Service Units: N/A

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

This is all Federal funding; no State or County \$ is involved.

Cost Per Client Served: N/A

Past Performance Data:

The Consultant is a very reputable contract agency, whose past performance has been outstanding. OCDMH relies heavily upon this valuable service to ensure that all funding grants are awarded and retained to benefit the client populations served and the greater community-at-large.

Oneida Co. Department Staff Comments:

Social Science Associates has provided expert data collection, analysis and reporting for OCDMH since 1996. The Consultant maintains regular contact with our staff and is highly responsive to providing its services in the most efficient, effective manner possible. Social Science Associates submitted the only application for an RFP issued last year to provide this specialized service.

AGREEMENT

THIS AGREEMENT, made between the County of Oneida, a municipal corporation with its principal office at 800 Park Avenue, Utica, New York, hereinafter referred to as the "**County**" and Social Science Associates, with its principal office at 209 Elizabeth Street, Utica, New York 13501 hereinafter referred to as the "**Consultant**."

WITNESSETH:

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

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

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

WHEREAS, the Oneida County Department of Mental Health is the lead agency for the HUD authorized Oneida County Continuum of Care (CoC) for homeless persons and families (HUD # NY-518) and is also the lead agency for the HUD required Oneida County Homeless Management Information System (HMIS); and seeks to hire a **Consultant** to be responsible for enabling the department to effectively manage the CoC and the Oneida County Homeless Management Information System (HMIS).

WHEREAS, said **Consultant** warrants that he has the proper and necessary credentials to act as a **Consultant** to the Oneida County of Department of Mental Health.

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2011 and shall continue until December 31, 2013 or until terminated according to the provisions of paragraph 8 or otherwise amended according to the stipulations contained in paragraph 14 below.

2. The **Consultant** shall complete the tasks outlined below for the Oneida County Department of Mental Health:

(A) Collect, analyze data and develop reports from contract agencies, the Oneida County Department of Social Services, and consumers of Behavioral Health Services as required by the Oneida County Commissioner of Mental Health. These activities include, but are not limited to:

1. Administration of the Oneida County Homeless Management Information System (HMIS) required by HUD for jurisdictions that receive HUD Continuum of Care (CoC) funding. Administration of the HMIS includes setting policies and procedures for the collection, storage, transfer, and analysis of data collected by homeless assistance providers in Oneida County, monitoring compliance of HMIS data providers and software vendors with HMIS Data and Technical Standards, and providing data to HUD for the Annual Homeless Assessment Report (AHAR) required by congressional mandate.
2. Support the development of the Oneida County "10-Year Plan to End Chronic Homelessness" authorized by the Oneida County Executive. Activities required for the development of this plan include, but are not limited to an analysis of Oneida County Mental Health and HMIS data to access utilization of criminal justice, mental health, and housing services by chronically homeless persons, with a focus on chronically homeless persons utilizing mental health services in Oneida County.
3. Consult on the development of supportive housing and other programs for persons with a mental health and /or substance abuse disability who become homeless or are at high risk of homelessness in Oneida County.

(B) Direct the homelessness prevention "Continuum of Care" planning and assessment process required by HUD to renew or qualify for McKinney Act/HEARTH ACT Homeless Assistance funding. Coordinate the Continuum of Care documentation required by HUD to receive Supportive Housing Program and Shelter Plus Care funding. Coordinate a census of homeless persons in Oneida County and collect additional data on housing needs. Update the current housing, housing program, and homeless support service resource guide; and

(C) Perform such duties as may be required by the Oneida County Charter, by the Oneida County Administrative Code, statutes of the State of New York and of the United States and all regulations of the New York State Department of Mental Hygiene and any other appropriate statutes, regulations, ordinances and local laws. Performance of all duties shall be in compliance with all rules and regulations.

3. The **Consultant** shall not be entitled to any of the benefits of an employee of the County of Oneida, such as New York State Employee's Retirement Benefits, Unemployment Insurance, Worker's Compensation, Employee's Medical, Hospital, Dental, Prescription, Optical coverage; and any other benefits that an employee of the County of Oneida normally is eligible to receive.

4. The **Consultant** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Consultant** agrees to hold the County of Oneida harmless for all of their actions and warrants.

5. The **County** shall not be responsible for payment of services beyond those specified within this contract, unless the Commissioner of Mental Health or her designee has provided prior written approval.

6. The **Consultant** and their employees or agents shall not hold themselves out as, or claim to be officers or employees of Oneida County in any way shape or form and shall make no claim for, or be entitled to Workers Compensation Coverage, Medical, Dental, Unemployment, Social Security or Retirement Benefits from the County of Oneida.

7. For the Services provided, Oneida County Mental Health will reimburse the Consulting Agency a maximum of \$ 74,000.00 (Seventy Four Thousand Dollars) pursuant to the availability of state funding. The payment schedule will be based upon the timely submission of an Oneida County Voucher.

<u>Date</u>	<u>Payment Amount</u>
01/01/2011	\$ 18,500.00
04/01/2011	\$ 18,500.00
07/01/2011	\$ 18,500.00
10/01/2011	\$ 18,500.00

8. Either party may terminate this Agreement by giving sixty (60) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Consultant** fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Consultant** becomes bankrupt or insolvent or falsifies their records or reports, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the **Consultant**.

The **County** shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Consultant** prior to the termination of this Agreement that are pursuant to and after the **Consultant's** compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this contract and jurisdiction and venue shall lie within the State of New York.

9. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 1999, the Consultant 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 Consultant will be required to provide Oneida county 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 Consultant and any subcontractors in performance of this Agreement will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

10. The **Consultant** further covenants and agrees to indemnify, defend and hold harmless **County**, its officers, agents and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the **Consultant** and the **County**, their officers, agents or employees, in connection with this Agreement. **In addition, the Consultant shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage. The County of Oneida must be named as an "Additionally Insured" as part of the Consultant's insurance policy. Proof of same must be provided to the County at the time of the execution of this contract.** It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the **Consultant** must provide the **County** will proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

11. **As applicable** the **Consultant** agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released

only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

It is expressly understood that as a **Consultant** to the Oneida County Department of Mental Health, we may receive confidential information from the Department of Mental Health and that this information may have been received from other Independent Consultants and/or licensed agencies. The **Consultant** agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

Accordingly, as a condition of and in consideration of my access to confidential information, we promise that:

A. We will use confidential information only as needed to perform legitimate duties as an owner / employee affiliated with Social Science Associates

This means, among other things, that:

1. We will only access confidential information for which we have a need to know; and
2. We will not in any way divulge, copy, release, sell, loan, review, alter or destroy any Confidential information except as properly authorized within the scope of our professional activities and
3. We will not misuse confidential information or carelessly handle confidential information.

B. We will safeguard and will not disclose our access code or any other authorization we have that allows us to access confidential information. We accept responsibility for all activities undertaken using our access code and other authorization.

C. We will report activities by any individual or entity that we suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

D. We understand that our obligations under this Agreement will continue after termination of our employment. We understand that our privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. We understand that we have no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke our access code, other authorization, or access to confidential information. At all times during our employment, we will safeguard the confidentiality of all confidential information.

F. We will be responsible for any misuse or wrongful disclosure of confidential

information and for failure to safeguard the access code or other authorization access to confidential information. We understand that failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against us and the company we represent.

12. The **Consultant** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Consultant** is provided with any confidential HIV related information during the course of providing services and in accordance with 403 of Title 18 of the NYSDSS regulation and Section 2782 of the Public Health Law, he shall be informed of the penalties and fines for any redisclosure found to be in violation of New York State Law and/or Regulation.

The **Consultant** 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.”

13. It is expressly understood that the **Consultant** will enter into Business Associate (BA) Agreements with other direct service providers consistent with the Organized Health Care arrangement referenced above.

14. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

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

By: Linda M. Nelson Date 12/23/10
Linda M. Nelson
Commissioner of Mental Health

CONSULTING AGENCY

By: Steve Darman Date 12/22/2010
Steve Darman
Social Science Associates

Approved as To Form Only:
Oneida County Attorney

By: Raymond J. Bura
Date: 01/23/11

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

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

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

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

December 30, 2010

Mr. Steve Darmon
209 Elizabeth Street
Utica, NY 13501

RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE

Dear Mr. Darmon:

Based upon the information you provided, this will certify your compliance with County solid waste management policy, specifically the May 26, 1999 Oneida County Board of Legislators Resolution #249. Your current solid waste hauler (**Feher Rubbish**) is presently delivering your solid waste to an Oneida-Herkimer Solid Waste Management Authority facility for disposal.

In the event that you change your solid waste hauler you should immediately contact the Oneida-Herkimer Solid Waste Authority office for solid waste hauler compliance verification.

If you any questions please feel free to contact this office.

Sincerely,



William A. Rabbia
Executive Director

WAR/aag



PREFERRED
MUTUAL
INSURANCE
COMPANY

POLICY ISSUED ON THE CO-OPERATIVE PLAN

RENEWAL
DIRECT BILL

BUSINESSOWNERS DECLARATIONS

Policy Number: **BOP 0100 58 53 47**

SPECIAL

Named Insured: SOCIAL SCIENCE CONSULTING
DBA STEPHEN DARMAN

Address: 209 ELIZABETH STREET
UTICA NY 13501

Replacement or
Renewal Number of **BOP 0100585347**

Agent: LEFKOWITZ MARTIN & CO INC
Address: UTICA NY 13505-821

(315) 732-1900

31 96000

Policy Period: From **11-24-10** to **11-24-11** 12:01 A.M. standard time at the mailing address of the named insured as stated herein.

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

The Named Insured is: **INDIVIDUAL**
Business of the Insured is: **CONSULTING OFFICE**

PROPERTY

This policy contains a \$ **500** deductible unless otherwise stated.

LOC/ BLDG	DESCRIBED PREMISES AND COVERAGES	LIMITS OF LIABILITY	PREMIUM
	SEE SUPPLEMENTAL DECLARATION (BP 1205)		

LIABILITY AND MEDICAL EXPENSES

LOC/ BLDG	DESCRIBED COVERAGES	LIMITS OF LIABILITY		PREMIUM	
ALL	LIABILITY	\$1,000,000 Per Occurrence		\$ INCL	
	MEDICAL EXPENSES	\$ 5,000 Per Person		\$ INCL	
	PROD/COMPLETED OPER.			\$1,000,000 Aggregate	\$ INCL
	ALL OTHER			\$2,000,000 Aggregate	\$ INCL
	HIRED AUTO				\$ 26.00
	NONOWNED AUTO				\$ 52.00
	FIRE LEGAL LIABILITY	\$ 100,000 Per Occurrence		\$ INCL	

POLICY FORMS AND ENDORSEMENTS		TOTAL ENDORSEMENT PREM	PREMIUM		
BP1205 (0610)	BP0403 (0187)	BP1004 (0498)	IL0023 (0498)	NYIF RENEWAL CREDIT MINIMUM TOTAL PREMIUM	\$ 100.00
BP06 (0610)	BP0405 (0689)	BP1005 (0498)	IL0183 (0498)		\$ 1.26
BP0002 (0689)	BP0417 (0689)	BP1006 (0998)	PMBP0461 (0699)		\$ INCL
BP0006 (0689)	BP0436 (0794)	BP1303 (0104)	PMBP0470 (0689)		
BP0009 (0689)	BP0514 (0103)	IL0003 (0689)	PMBP0694 (1298)		
BP0538 (0608)	BP1373 (0808)	BP1374 (0409)			
					\$ 401.26

11-24-2010
Countersignature Date

Authorized Signature

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

December 28, 2010

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

FN 20 11-017

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 AM 10:19

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 School Partnership for Youth (SPFY) has proven itself effective for early intervention in the school system as it allows a team approach for the delivery of preventive services between the school, the family and the Department of Social Services. The families served through this cooperative effort have been strengthened and services were provided before a crisis situation had developed.

The program, operated through a Neighborhood Center Purchase of Services Agreement is active in 7 school districts in Oneida County. The program with (2) Unit Supervisors, (1) Caseworker Coordinator (22) Caseworkers and (1) Data Entry Operator provides the intense early intervention needed in the community.

This Purchase of Services Agreement is operational from January 1, 2011 through June 30, 2011, with a total cost not to exceed \$ 546,684.50 and a local cost of 15.38% or \$ 84,080.08.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 1-6-11

18609
12/27/10

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Neighborhood Center
615 Mary Street
Utica, New York 13502

Title of Activity or Services: School Partnership for Youth(SPFY)

Proposed Dates of Operations: January 1, 2011 – June 30, 2011

Client Population/Number to be Served: Families with school age children (17 or younger) who are exhibiting or beginning to exhibit problems or inappropriate behavior in the school setting.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Program allows for the placement of caseworkers on site in the schools in seven school districts. Provides the school district with immediate access to caseworkers for the provision of preventive services.

It establishes/provides a team approach between the school, family and the Department of Social Services.

2). Program/Service Objectives and Outcomes -

Outcome: The SPFY contract will provide preventive services to reduce the number of out of home placements, prevent return to placement and reduce the number of families referred to CPS or Probation.

Performance: SPFY will provide early identification and intervention of family/child problems exhibited by school age children. SPFY will have a presence in the participating school districts and will work closely with school staff and DSS to engage families in services and provide education and information about community resources and their availability. Family assessment will be done in a manner that reflects culturally competent and family focused planning. SPFY responsibilities will include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases.

3). Program Design and Staffing Level -

Twenty-two full-time Caseworkers, 1 Caseworker Coordinator, which are on site in seven school districts listed below:

- Camden Central School District
- Madison Oneida BOCES (Rome & Verona)
- Oneida-Herkimer-Madison BOCES (Special Ed)
- Oriskany Central School
- Sauquoit Valley Central School
- Utica City School District
- Vernon-Verona Sherrill Central School

two unit supervisors and one data entry clerk are also included in this Contract.

Total Funding Requested: \$ 546,684.50

Oneida County Dept. Funding Recommendation: Account #:A6070.49549

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 209,872.18
State	33.73 %	\$ 184,396.68
County	15.38 %	\$ 84,080.08
*School District	12.50 %	\$ 68,335.56

Cost Per Client Served:

Past performance Served: The Department has had a Contract with the Neighborhood Center to provide this service since 1993. The Contract for 2010 was \$ 1,093,369.

O.C. Department Staff Comments: This contract is for six months due to the transition of preventive services to be handled by the Department.

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park Avenue, Utica, NY 13501 and THE NEIGHBORHOOD CENTER, INC. (SPFY) 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 615 MARY STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

WITNESSETH:

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

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

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

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

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

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

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

SECTION I DEFINITIONS

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

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

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

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

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services,

vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan

except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2011 through JUNE 30, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

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

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

SECTION III SCOPE OF SERVICES

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

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

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

(22). The CONTRACTOR agrees to provide preventive services in

*The Neighborhood Center, Inc.
School Partnership for Youth*

18609
1/1/11-6/30/11

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 A 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

*The Neighborhood Center, Inc.
School Partnership for Youth*

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1/1/11-6/30/11

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 A of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix A of this AGREEMENT at the principal location of:

THE NEIGHBORHOOD CENTER, INC. (SPFY)

615 MARY STREET, UTICA, NY 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 shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

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

SECTION IX COMPLIANCE WITH LAW

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

(50). 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.

(51). 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.

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

SECTION X TERMINATION OF AGREEMENT

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

(54). 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.

(55). 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.

(56). 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.

(57). 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 CONTRACT. 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.

(58). 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

(59). 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.

(60). 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.

(61). 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.

(62). 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.

(63). 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.

(64). 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: 12/22/10

Agency: The Neighborhood Center, Inc.

Authorized Signature: *Sandra L. Soroka*

Print Authorized Name: SANDRA L. SOROKA

Title: Executive Director

Appendix A

PURCHASE OF SERVICE SPECIFICATIONS

SCHOOL PARTNERSHIP FOR YOUTH PROGRAM/NEIGHBORHOOD CENTER

ONEIDA COUNTY DSS/SCHOOL PARTNERSHIP

A. Oneida County DSS/School Partnership

The Commissioner of the Oneida County Department of Social Services, as well as Superintendents, and The Neighborhood Center, Inc., of Utica, NY, propose a partnership between the Department of Social Services, the Neighborhood Center and the Schools. The three will jointly chair the Oneida County DSS/School Partnership Committee which will include school superintendents, county administrators and other deemed appropriate to the Committee's mission. Through combining the resources and talents of schools, County and community, this Committee will develop and oversee programs that provide children and families holistic support services. The program is described in the attached concept paper.

B. Oneida County School Partnership for Youth (SPFY) Program

A Memorandum of Understanding will be executed with each participating school district, by and between the school District and the Oneida County Department of Social Services per the attached form.

The SPFY Program is designed to provide early intervention services to children ages 17 and under and their families who are exhibiting problem behavior. The goals of this program are to keep families together, reduce the number of Persons In Need of Supervision (PINS) and Juvenile Delinquency (JD) petitions and reduce the number of Child Protective Services (CPS) reports.

1. Standardized Referral Process

Each school building will have referral policies and procedures for referring for review a case of a child who presents social, psychological, emotional, academic, physical and/or familial problems to the team. School personnel must refer such cases to the school team. DSS supervisors, probation officers and parents may, when appropriate, refer cases to the team. Also, representatives of community agencies that help children and families may, with the written consent of parents/legal guardians, refer cases to

the school team. All potential referral sources should understand the established referral policies and procedures.

2. Role of the Contractor's Worker

The Contractor's Case Planner, who is knowledgeable in the provision of preventive services, sits as an equal member on the team. School personnel and the Contractor's Case Planner share information openly. The Contractor's Case Planner accepts referrals directly from the team when the case involves serious social and family problems which may entitle the family for mandated preventive services. (See Criteria for Mandated Preventive Services below) The Contractor's Case Planner is based in the school. A full-time caseworker generally works four days at school and one day at the DSS office in order to maintain case reporting requirements. The Contractor's Case Planner makes home visits and determines a family's eligibility for mandated preventive services. If the family is determined eligible, then the caseworker assumes responsibility for case management and case planning. This includes arranging referrals for appropriate supportive services as well as follow-up. If the family is not eligible, the DSS caseworker may provide short service. Short services entails no more than three months service during which the caseworker helps the family identify community services that may, through client self referral, provide appropriate support services. In either case the Contractor's Case Planner acts as the link between the school, the family and the community.

3. The Neighborhood Center will employ the following:

- (2) individuals with Case Supervisor Grade B qualifications who will serve as a unit supervisor.
- (1) individual who will serve as a Sr. SPFY Caseworker Coordinator.
- (22) individuals with Caseworker qualifications who will serve as the SPFY caseworkers.
- (1) individual with Data Entry Operator qualifications who will serve as SPFY program clerk typist/data entry operator.

Other casework positions as mutually agreed upon by The Oneida County Department of Social Services and the Neighborhood Center of Utica, NY, Inc. consistent with hiring protocols.

The Neighborhood Center shall complete a Contract Staffing Report (Addendum I) upon completion of a fully executed Agreement. The Neighborhood Center agrees to complete a

contract staff vacancy report (Addendum II) upon staff changes.

The Department will determine the schools participating in the program and will provide for the placement of SPFY caseworkers at their designated schools. It is understood the Neighborhood Center will participate in monitoring, planning, oversight and supervision of staff functions/responsibilities to fulfill the requirement of the Contract.

The Neighborhood Center SPFY Staff shall be assigned a specific work location by the Department of Social Services when the school building is NOT open. Staff shall comply with the Dress Code established by the Department of Social Services and shall work the County work hours and holiday schedule.

The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and has the right to have reassigned any employee performing under this contract after consultation with the Neighborhood Center.

Protocols for hiring, termination and general communication are enclosed as Appendix B. These protocols shall be reviewed by the Commissioner of Social Services and the Executive Director of the Neighborhood Center on a regular basis with amendments and modifications made as needed.

Joint signature by the Commissioner of Social Services and the Executive Director of the Neighborhood Center is required to indicate approval for implementation of any changes or modifications in established protocols.

Outcome/Measurements

Outcome: The SPFY contract will provide preventive services to reduce the number of out of home placements, prevent return to placement and reduce the number of families referred to CPS or Probation.

Performance: SPFY will provide early identification and intervention of family/child problems exhibited by school age children. SPFY will have a presence in the participating school districts and will work closely with school staff and DSS to engage families in services and provide education and information about community resources and their availability. Family assessment will be done in a manner that reflects culturally competent and family focused planning. SPFY responsibilities will include casework counseling, advocacy

and referral, service coordination, assistance with transportation, supervision and oversight of open cases.

Measurement: 80% of the participant families with open services cases will not have any substantiated reports of abuse/neglect while participating with services.

Measurement: 80% of the cases with existing Family Court orders will not have any new violations filed during the time the case is open with the case planning contract.

Measurement: 80% of the short term cases will be closed successfully indicating services were accepted and the identified problem was resolved.

Measurement: 70% of the **referrals** made for short term SPFY and/or voluntary preventive services will result in the case being opened (either short term or on the system) and the family receptive to services.

Measurement: 80% of the participants will report satisfaction with services offered as measured by a client satisfaction.

4. 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."

5. The Department shall determine meeting times for appropriate programmatic planning. The Contractor, Department and other Community personnel involved in the program shall

develop an evaluation program. The Contractor agrees to provide the data required by the Department.

6. Claiming Procedures

The Agency will bill monthly by County Voucher provided by the Department: which shall include contract number, contract name, and workers time sheets.

The Agency will attach a final reconciliation of expenditures, as per the attached budget. A final reconciliation is required and fiscal adjustments upon presentation of the final voucher of the contract.

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. Agency financial records for the contracted program must be completed and available to the Department of Social services Fiscal Staff for review and Audit upon request.

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

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent audit.

7. The Contractor agrees that the equipment purchased under this contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

8. Cost and Term - The total cost of the Program is not to exceed \$ 546,684.50 per attached budget. The term of this Contract is from January 1, 2011 to June 30, 2011 and is subject to re-negotiation within 30 days of the expiration date.

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

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

10. Contract Termination

This contract may be terminated by the Department upon provision of a 30-day written notice of intent to terminate to the Contractor.

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.

APPENDIX B

SCHOOL PARTNERSHIP FOR YOUTH PROTOCOLS

The School Partnership for Youth Program is a partnership between the Oneida County Department of Social Services, the Neighborhood Center of Utica, NY, Inc. and the schools. As such, communication among and between the partners is a critical element to the success of the program.

The following protocols are intended to provide a general approach to doing business, which is not overly cumbersome, yet maintains and supports the integrity of the program and the responsibilities vested with all of the parties of the partnership.

The spirit of the following is to provide a general communication framework and should in NO way hinder communication or compromises the partner relationship.

GENERALLY SPEAKING:

The Oneida Co. Department of Social Services shall be responsible for provision of :

Day-to-day Supervision of the SPFY personnel.
SPFY Site assignments.
Approval of time-off.
Coverage during absences e.g. vacations etc.
Maintenance of case work assignments and responsibilities.
Working with individual school districts regarding casework needs and all aspects involved in the provision of casework services to children and youth.

The Neighborhood Center of Utica, NY, Inc. shall be responsible for:

All employment-related functions such as hiring, payroll, benefits, job scope and performance appraisal.

Both parties shall participate in the policy and planning aspects of the SPFY Program in conjunction with respective school representatives.

GENERAL PROTOCOLS:

- All hiring and firing of staff is the sole responsibility of the Executive Director of the Neighborhood Center.
- The Commissioner of Social Services and/or his/her designee shall make recommendations for hiring and firing to the

*The Neighborhood Center, Inc.
School Partnership for Youth*

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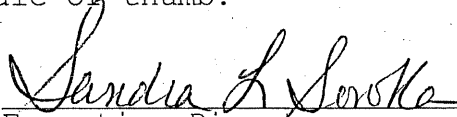
Neighborhood Center Executive Director and/or his/her designee.

- A Formal job offer letter shall be generated from the Neighborhood Center consistent with Neighborhood Center policy.
- Process for filling of vacancies:
 - Internal posting one week all County and Neighborhood Center sites;
 - Advertise when necessary for one week.
- Standardized questionnaire/rating utilized for all interviewers;
 - Reference check form completed for top three(3) Candidates.
- Interview panel comprised of representatives from Department of Social Services, Neighborhood Center, and Schools.
- Correspondence/Brochures/Organizational charts completed by Department of Social Services or Neighborhood Center shall reflect Partnership between Department of Social Services/Neighborhood Center/Schools.
- Neighborhood Center employee Personnel Practices, unless otherwise addressed in SPFY Contract, apply to all SPFY employees employed by the Neighborhood Center.
- Neighborhood Center representative attends quarterly Department of Social Services meetings held with SPFY personnel.
- All Personnel related issues including memos regarding performance are carbon copied to the Neighborhood Center for inclusion in the employee's personnel file.
- All SPFY Personnel attend minimally one (1) Neighborhood Center Agency Staff meeting annually.
- SPFY administrative interface with the Neighborhood Center is under the direct auspice of the Rao Center for Behavioral Healthcare.

The above is not intended to spell out every issue, however, it is designed to address the more common issues. Good judgement and the spirit of partnering shall be the rule of thumb.

Commissioner
Oneida County Department
Social Services

Date



Executive Director
The Neighborhood Center, Inc.

12/22/10

Date

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.

The Neighborhood Center, Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Sandra L. Soroka, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Sandra L. Soroka
SIGNATURE

DATE

The Neighborhood Center, Inc.
School Partnership for Youth Contract # 18609
January 1, 2011 – June 30, 2011

Personal Services:

Total Salaries	\$ 371,083.50
Fringe Benefits	\$ 89,060.00

Total Personal Services \$ 460,143.50

OTPS

Maint. Supplies: toilet paper, paper towels, hand soap.	\$ 500.00
Travel/Mileage	\$ 17,500.00
Miscellaneous Supplies	\$ 2,150.00
A & OH	\$ 51,055.00
Rent/Lease	\$ 15,336.00

Total OTPS \$ 86,541.00

Total Expenses \$ 546,684.50

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

December 28, 2010

FN 20 11-018

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

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JAN 11 AM 11:44

Dear Mr. Picente:

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

The Department has contracted with the Neighborhood Center since 1992 for the Recruitment, Homefinding, Certification, Training of Family Day Care homes, as well as client Day Care eligibility and Day Care placement activities.

The enclosed contract with the Neighborhood Center will cover the costs incurred by the Center for Family Day Care and School-Age Day Care, Certification and Inspections and will be operational from January 1, 2011 – December 31, 2011. The \$ 230,297.00 agreement with the Neighborhood Center will be funded 100 % through the New York State Office of Children and Family Services Grant.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente Jr.
County Executive

Date 1-6-11

LAS/tms
Attachment

12/27/10
14502

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Neighborhood Center
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: Day Care Registration/Inspection

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

Client Population/Number to be Served: Individuals in Oneida County interested in or currently providing child care in a residence.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To recommend Registration/and renewal for those individuals satisfactorily completing a FDC initial/renewal application. To provide technical assistance to potential and current providers regarding application and regulations. To provide regularly scheduled orientation throughout Oneida County. To complete an inspection/investigation on Registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The Contract now includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections; and on-site registration case and management review.

2). Program/Service Objectives and Outcomes -

To increase the number of Registered FDC & School Age Day Care homes throughout Oneida County and to ensure through the Inspection process that they meet the standards set forth in the NYS Regulations.

3). Program Design and Staffing Level -

- (1) Program Coordinator
- (4) Caseworkers
- (1) Program Assistant
- (1) Clerk

Total Funding Requested: \$ 230,297.00

Oneida County Dept. Funding Recommendation: Account # A6055.495

Mandated or Non-mandated: Mandated service

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

Federal	0 %	\$	0.00
State	100 %	\$	230,297.00
County	0 %	\$	0.00

Cost Per Client Served: This Contract is reimbursed through a Memorandum of Understanding with the State of New York for \$ 230,297.00.

Past performance Served: The Department has contracted with this provider since June 1, 1992. Starting in 2007 the contract has performance measures that must be met for the contractor to receive full reimbursement. The cost of the contract in 2010 was \$ 230,297.

O.C. Department Staff Comments: There is no local share to support this effort.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Neighborhood Center 615 Mary Street, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the New York State has established a State-Wide system of Family Day Care Registration and Inspection,

WHEREAS, the New York State Department of Social Services has determined to Contract with the Department for the activities of Processing of Family Day Care Registration and Family Day Care Home Inspections,

NOW, THEREFORE, it is mutually agreed between the Neighborhood Center and the Department that Purchase of Services Agreement be entered into as a sub-contract for New York State Grant activities,

Section I: DEFINITIONS

FAMILY DAY CARE HOMES (hereinafter called Homes) shall be defined as: Homes regulated under Section 390 of the Social Services Law and Part 417 of the Regulations of the New York State Department of Social Services (NYSDSS) which stipulates that care is provided for more than two and less than seven children away from their homes for less than 24 hours per day in a family home for more than five hours per week.

CERTIFICATION shall be defined as:

The gathering of required documents, arranging required inspections, and issuing the necessary instruction in accordance with New York State Department of Social Services regulations and Department policy.

The Contractor agrees to perform Certification, Re-certification, and Inspection activities for the Department. The Contractor will proceed with Activity 1: Processing Registration Applications,

1). Conducting regularly scheduled orientation sessions for potential new applicants. Orientation sessions will be conducted using a New York State Department of Social Services supplied curriculum. Orientation sessions will be held at times and at all locations as needed to be determined by the extent of new

applicant. Individuals attending orientation must be provided with proof of attendance.

2). Providing application packets at orientation sessions and otherwise upon request.

3). Providing technical assistance to help potential and current providers understand and comply with applicable regulations, complete the application (either original or renewal), and submit appropriate documentation. Additional supportive information will be made available to child day care providers. Our experience has shown that about 50% of applicants as family Day Care Providers will need assistance in the completion of the application and understanding the regulations.

4). Reviewing applications, including all supporting documentation, for completeness and compliance with applicable regulations. This includes acting upon those portions of the application which require action (e.g. reviewing references validating documentation).

5). Notifying providers of application status, including notice within five days of receipt of original application or renewal application and notice of outstanding or incomplete documentation.

6). Mailing renewal application packets to providers 90 days prior to the expiration of their registrations.

7). Recommending approval or disapproval of all application to the Bureau of Child Care Regional Office.

8). Reporting monthly the number of orientation held, including program category (family day care of school -age child care), location and number of potential providers attending; the number of providers by information; the number of original applications and the number of renewal applications pending due to outstanding documentation, and the number of applications which have been pending for more than 60 days.

The Contractor agrees to complete; Activity 2; Conducting Inspections This activity includes the following functions;

1). Inspecting at least 20 percent of registered providers annually with a priority to providers not licensed or certified prior to the implementation of registration. To the maximum extent possible, the Department will identify the providers to inspected. A full compliance study must be made at each of these unannounced inspection visits. All violations must be followed to correction or referred to the Bureau of Child Care Regional Office for enforcement action.

2). Investigating all complaints that if true would indicate lack of compliance with statutory or regulatory requirements. If the complaint indicates that children may be in imminent danger, an unannounced site inspection must be made no later than the next day of program operation. In all other cases inspection visits must be made within 15 days of receiving the complaint, except for those complaints alleging solely the failure to register. In addition to investigating the complaint, a full compliance study must be made if conditions suggest it is necessary.

3). Investigating all family day care homes where application has been made to provide care for an additional one or two children who are school-age provided an inspection has not already been made for another reason, and recommending approval or disapproval of the application to serve one or two additional children to the Department. A full compliance study must be made if conditions suggest it is necessary. All violations must be followed to correction or referred to the Bureau of Child Care Regional Office for enforcement action.

4). Inspecting, upon receipt of the renewal application, all providers who have failed to meet the training requirement or who have unresolved regulatory violations or complaints.

5). Maintaining inspection reports and documentation or compliance or corrective actions in the file of each inspected provider.

6). Liaison - The Neighborhood Center will serve as the liaison between the Oneida County Department of Social Services and the Family Day Care Homes. In this capacity The Neighborhood Center will handle all problems that may arise, including payment clarification between the Provider and the Department.

7). Documentation - The Neighborhood Center will maintain all required documentation including the case records of all Day Care clients and records of all applicant for Family Day Care Home in case needed for fair hearing and will attach the following reports with the monthly billing to Oneida County DSS; reports will include:

- monthly itemized breakdown of expenditures,
- monthly list of Family Day Care Homes that are one, certified, two, in process of certification and three, no longer active, or denied.
- monthly list of all client families and children detailing where placed, and
- monthly list of participants in the nutrition program.
- monthly statistical report and any reporting requirements from New York State Department of Social

Services.

All documentation shall be prepared by the Contractor and submitted to the Department per the forms and requirements of the Local District Department of Social Services and New York State Department of Social services requirements,

Mandated Reports: All Neighborhood Center Staff associated with the contract are designated Mandated Child Abuse reporters, as such, they are required by law to report any cases of suspected child abuse.

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

Neighborhood Center, Inc.
New York State Family Day Care Registration

14502

January 1, 2011 - December 31, 2011.

into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

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

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

The Contractor shall:

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

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

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

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

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

The liaison for this program shall be:

1. Department of Social Services - Tamatha Stoetznier,
2. from the Neighborhood Center - Sandra Soroka

It is important to note that during the Day Care Registration and Inspection contract period training will be conducted and attendance is required as determined by the OCFS DCCS Regional Office.

The Oneida County Department of Social Services and the Neighborhood Center will meet every three (3) months to review programmatic and systemic issues and to evaluate the program.

Neighborhood Center, Inc.

14502

New York State Family Day Care Registration

January 1, 2011 - December 31, 2011

Section III: TERM OF AGREEMENT

The term of this Purchase of Services Agreement (Sub-contract under New York State Department of Social Services grant) shall be from January 1, 2011 through December 31, 2011 and may be renewed in writing from renegotiations agreeable to each party, and complete prior to the end term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide the services, in whole or in part, after herein provided.

Either party should give notice in writing of its intention not to renew the Agreement.

Changes in the New York State Day Care Home Certification process may result in changes in the scope and nature of services under this Agreement. Both parties agree to meet to review these changes and make such adjustments and / or amendments to this Agreement as becomes necessary and is deemed warranted by the Department.

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.

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

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

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

Neighborhood Center, Inc.

14502

New York State Family Day Care Registration

January 1, 2011 - December 31, 2011

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.

Section IV: REIMBURSEMENT AND CLAIMING PROCEDURES

The Department agrees to pay a total cost of services provided not to exceed \$ 230,297.00 for January 1, 2011 through December 31, 2011 as per this attached budget as approved by New York State Department of Social Services. The total reimbursement for the year 2011 expenses may not exceed \$ 230,297.00. Budgetary changes are possible with the approval of the Department. The following standard performance levels must be met quarterly or the corresponding penalty will be administered:

Quarterly Standard Performance Level - Initial Registrations/Licenses*

The Contractor will process and resolve initial registration/licensing applications within six (6) months of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - Renewals of Registrations/Licenses*

The Contractor will process and resolve completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of the Group Family Day Care licenses will include a renewal inspection of a Group Family Day Care. The Quarterly Standard Performance Level for renewals of registrations/licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - 50% Inspections

The Contractor will conduct one quarter of the required number of annual 50% inspections for Family Day Care, School Age Child Care programs, and complete all required documentation. The Quarterly Standard Performance Level for 50% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 50% inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - On-Site Case and Management Review.

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management review. The case review will include a review of a sample of case files regarding initial applications, renewal applications, 50% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications is given to providers and parents, where applicable, within the required time frames; each facility has the necessary active

fingerprint files and are they entered into CCFS upon receipt; inspections are conducted, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The management review will include a review of other documentation to determine whether: registration staff have participated in training required by the Office related to the performance of registration/licensing* duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care, school-age child care, group family day care programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. The approved quarterly registration/licensing* case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - Approved Staffing Plan

The Contractor staffing plan, including the percentage of time each staff works on the project, which has been approved by the Office's respective DCCS Regional Office Manager is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor will be allowed a three-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS with the names of the staff assigned to register and license day care programs, the percentage of time those staff work on the program. In addition, the Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than three months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's

Page 11 of 17

Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than three months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

The Contractor agrees that the equipment purchased under this Contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

This Agreement shall be considered null and void should New York State Department of Social Services grant funds become unavailable for any reason. The Department agrees to make payment for those services provided through the agreed upon termination at the Department's usual reimbursement.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent audit.

Section V:

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

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

This Agreement cannot be assigned by the Neighborhood Center without obtaining written approval of the Department.

Should the New York State Department of Social Services grant to the Oneida County Department of Social Services currently process be disapproved, this Agreement will be considered null and void.

Section VII:

This Contract may be terminated by the Department upon 30 day written notice of intent to cancel submitted to the Contractor.

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

Neighborhood Center, Inc.

New York State Family Day Care Registration

14502

January 1, 2011 - December 31, 2011

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 Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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: 11/22/10
Agency: _____ Neighborhood Center, Inc.

Authorized Signature: Sandra L. Soroka

Print Authorized Name: Sandra L. Soroka

Title: Executive Director

Neighborhood Center, Inc.
14502 Day Care Homefinding Certification
Total Budget for all of 2011

Personnel Services

Personnel Salaries	\$ 150,647
Fringe Benefits	<u>\$ 42,332</u>
Personnel Services Total	\$ 192,979

Non-Personnel Services

Contractual/Consultant	\$ 3,833
Staff Travel/Per Diem	\$ 7,200
Equipment	\$ 0
Supplies	\$ 6,500
Other Expenses	<u>\$ 19,785</u>
Non-Personnel Services	<u>\$ 37,318</u>
Contract Total	\$ 230,297

ADDENDUM I

MONTHLY DAY CARE REPORT
for the month of _____.

Certification:

Total Day Care Homes Certified at Start of Month _____.

Total Day Care Homes Leaving the Program _____.

Terminated _____.

Withdraw _____.

Moved _____.

Other _____.

Total Day Care Homes Certified at the end of Month

Homefinding:

Total Home Studies Pending at start of month _____.

New Home Study Referrals _____.

Home Studies Terminated _____.

W/R _____.

Home Studies - Certified _____.

at end of Month _____.

Recruitment Report: (list recruitment efforts,

Date: _____

Signed _____.

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.

The Neighborhood Center, Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

SANDRA L. SOROKA
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Sandra L Soroka
SIGNATURE

12/28/10
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

December 28, 2010

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

FN 20 11 - 019
HUMAN RESOURCES

2010 JAN 11 AM 11:33
RECEIVED
ONEIDA COUNTY LEGISLATURE

Dear Mr. Picente:

WAYS & MEANS

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

The Neighborhood Center has operated an intensive Case Planning Program for the Department's active Child Preventive and Protective caseload. This year's program will be operational from January 1, 2011 through March 31, 2011 and will provide services to 150 families.

This program has served the Department well as a key component of our Preventive Services efforts. The prevention of foster care must be an intensive effort if we are to achieve any success with families. Additionally, we must improve our ability to both return children from foster care at a faster rate, or if this is not possible to legally free them for Adoption.

The total cost of this Contract is \$ 197,700.75 with a local cost of 27.88% or \$ 55,118.97. This Contact is a collaborative effort between Neighborhood Center and Family Services of the Mohawk Valley with Neighborhood Center the lead agency.

I am respectfully requesting that this matter be submitted to the Board of Legislators as soon as possible.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 1-6-11

12/27/10
18601

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Neighborhood Center
615 Mary Street
Utica, New York 13501

Title of Activity or Services: Case Planning

Proposed Dates of Operations: January 1, 2011 through March 31, 2011

Client Population/Number to be Served: 150 children & families in need of child welfare services in addition to all adolescents with a goal of independent living.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The need for preventive services is projected to increase substantially both for the adolescent population and/or a significant number of young children. In addition to maintaining children in their own homes by use of community-based services (Case Planners) there is need to provide these services to families in order to return children from foster care. There is additional need to provide skills in everyday living for children in foster care with a goal of independent living.

2). Program/Service Objectives and Outcomes

Outcome: The case planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement and to provide community oversight to high risk cases in order to monitor and insure children's safety.

Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community based resources as well as contact with individuals in a position to assess safety and well being of the children.

3). Program Design and Staffing Level -

12 Case Planners	100 %
1 & ½ Grade B Supervisor	100 %
2 Sr. Case Planner	100 %

Total Funding Requested: \$ 197,700.75

Oneida County Dept. Funding Recommendation: Account #:A6070.49547

Mandated or Non-mandated: Mandated preventive service

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

Federal	38.39 %	=	\$ 75,897.32
State	33.73 %	=	\$ 66,684.46
County	27.88 %	=	\$ 55,118.97

Cost Per Client Served:

Past performance Served:

Neighborhood Center has had Case Planning Contract with Oneida County Department of Social Services since 1988, and the Department is satisfied with their previous performances. The contract is a collaborative effort by Neighborhood Center and Family Services of the Mohawk Valley. Neighborhood Center is the lead agency on this contract. The 2010 budget for this Contract was \$790,803.00.

O.C. Department Staff Comments: This service was sent out for RFP to adhere to the County Procurement Policy and was awarded to another agency however this contract is needed for the transition of the program to the new agency.

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park avenue, Utica, NY 13501 and THE NEIGHBORHOOD CENTER INC. a not-for-profit (Case Planning/Independent Living) corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 615 MARY STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

WITNESSETH:

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

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

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

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

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

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

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

SECTION I DEFINITIONS

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

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

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

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

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational

counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2011 through March 31, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

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

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

SECTION III SCOPE OF SERVICES

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

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

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive

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services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

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

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

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

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

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

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

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

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of

preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

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

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

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

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

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

THE NEIGHBORHOOD CENTER INC. (CASE PLANNING)

615 MARY 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 staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

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

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

(47). The CONTRACTOR shall not make any subcontract for the
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performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

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

SECTION IX COMPLIANCE WITH LAW

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

(50). 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.

(51). 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.

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

SECTION X TERMINATION OF AGREEMENT

(53). The CONTRACTOR may be terminated by mutual written

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agreement of the contracting parties.

(54). 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.

(55). 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.

(56). 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.

(57). 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.

(58). 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

SECTION XI

(59). 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.

(60). 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.

(61). 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.

(62). 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.

(63). 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.

(64). 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.

(65). The DEPARTMENT and the CONTRACTOR mutually agree that the Neighborhood Center Case Planning Contract staff will provide preventive services to children who have been referred to the Oneida County Probation Department for "PINS" Services

Additionally, appropriate "PINS" children will also be
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identified by staff of the House of the Good Shepherd. These children will have successfully participated with the Families Foremost Program and continued services are recommended.

The referral process will be facilitated at the weekly DAS committee meeting. The DAS Committee shall be in AGREEMENT with the preventive plan.

APPENDIX B

Purchase of Service Specifications

I. Preventive Service Goals and Objectives, 2011

The need for preventive services is projected to increase substantially. There is need to provide community-based services to families in order to prevent foster care and to return children from foster care. The major priority of preventive services during 2011, is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

II. Specifications

1. Eligibility - The Department is responsible for determining eligibility for preventive services and authorization of services via required Service application and WMS Authorization.

All referrals to the Agency will be made by Oneida County Department of Social Services. The Department's case manager will determine to which Agency (Contractor or Sub-Contractors) the referral will be made. The Agency caseworker will contact the Department's Case Manager to determine a time to conference the case so that decisions can be made pertinent to the Service Plan

2. 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 re-disclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any

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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."

3. The Department will provide case management functions to include monitoring of CPS cases; responsibility for submission of CCRS information and cooperation with the Agency for formulation of Service Plan, approval of Plan, and Utilization Review procedures. The Department will be responsible for integration of the Service Plan to assure that one agency/individual is designated as the official case planner, responsible for developing a single family Assessment and Plan. In the event of conflict regarding the Service Plan, the Department is responsible for resolving the issue. The final responsibility for Child Protective cases must rest with the Department's Child Protective Services Staff.

4. The Neighborhood Center and its Sub-Contractors will employ (12) twelve individuals with caseworker qualifications who will serve as the Case Planners, and (2) two individuals with Caseworker qualifications who will serve as a Sr. Case Planners who will assist to supervise the Case Planners, (1 full-time and 1 half-time) individuals with the qualifications and experience of Grade B supervisor who will supervise the case planners.

5. Case Planning - Neighborhood Center and its Sub-Contractors will maintain case contacts as required by State Department of Social Services Mandated per 88 ADM 27 as attached Mandated contacts will include in-home conference and service plan. The regulations require a minimum of 12 contacts between the case planner and the child and his/her family within each 6-month period of service. Of the 12 contacts, four (4) must be individual face-to-face meetings with the child and/or his family, and two (2) of the meetings within each 6-month time frame must be conducted within the child's home.

Eight of the contacts may be group counseling or group activities if these activities involve interaction between the case Planner and the child and/or his family and the activities are included in the child's Service Plan. In addition per Department policy monthly home visits are required on open

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preventive cases.

For indicated child protective service cases which are also in receipt of preventive services, the minimum number of cases contacts required shall be determined by the child protective service regulations which require a minimum of two (2) face-to-face case contacts per month with child and/or family, one of which must be in child's home. The Agency understands that it is a mandated reporting source for child abuse and neglect. The Agency further agrees that as a mandated reporter, they will participate with the Department in the investigation and when appropriate, will go to Court.

6. The Contractor and its Sub-Contractors will provide the supervision needed for the Contractors Case Planners to ensure that they fulfill the requirements of the Contract and the Department.

It is further agreed between the Department and the Contractor that the case planners will be co-located within the Department's Utica and Rome Services Division. There will be a collaborative management of cases and supervision of staff, by both the Department and the Contractor.

The Contractor and its Sub-Contractors will complete progress notes contemporaneously to the event and ensure that these are given to the Case Manager or Supervisor no later than 2 weeks after contact. The Agency will copy any material, they need at their site. The Agency will provide training and supervision in the preparation of case progress notes.

Uniform Case Recording Requirements - The Agency will abide by the department's requirements - and time-frames for submission of information for each family's Uniform Case Record. The Agency will be responsible for the preparation of the Service Plan. The Agency agrees to follow the requirements 88 ADM- 27. (Addendum I)

The Contractor and its Sub-Contractors will prepare Court Petitions and submit these to the Department's Case Manager 75 days prior to the termination date of the Court order. The Agency's Case Planner or Agency staff substitute will be available for all Court Hearings.

The Contractor and its Sub-Contractors agrees to adhere to the Policy, Procedures and Protocols as developed and stated by the Department.

The Contractor and its Sub-Contractors will have back up staff available for emergency coverage through a system of office coverage and use of a beeper.

The Contractor and its Sub-Contractors will continue to handle cases and the caseload as stated regardless of temporary staff vacancies.

The Contractor will complete the Composite Contact Sheet (Addendum II) and the Individual Contact Sheet (Addendum III) on a monthly basis. All forms will have Case Number's Department of Social Services Worker Names, and Contract Number. The individual Contact Sheet will include case comments. These forms will be sent to the Contract Administrator for distribution.

The Contractor will complete a Quarterly Contract Review (Addendum VI) every 3 months.

7. Reporting Requirements - In active CPS cases, the Agency must supply the Department with necessary information to complete the DSS 2233 - "Follow-up Report Child(ren) in Need of Protection."

8. Confidentiality - Agency will abide by state laws regarding confidentiality of client information. Written, informed, client consent will be required before confidential information is divulged. Case material will be stored in a locked file in an office inaccessible to unauthorized access. The official case record will be maintained at Department.

9. The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;

1. Medical Appointments
2. Visitations
3. Counseling appointments
4. Shopping, and Contacts with other Agencies to improve housing
5. Pre-Placement Visits, if necessary.
6. to the Department for Departmental business.

10. Outcome/Measurements

Outcome: The case planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement and to provide community oversight to high risk cases in order to monitor and insure children's safety.

Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and

referral, service coordination, assistance with transportation, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community based resources as well as contact with individuals in a position to assess safety and well being of the children.

Measurement: 80% of the participant families will not have any substantiated reports of abuse/neglect while participating in services.

Measurement: 80% of participant families that have children in out of home placements eligible for mandated preventive services based on the service plan goal to return children home within 6 months; will have their children returned to them within the specified 6 month period.

Measurement: 80% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open with the case planning contract.

Measurement: 80% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

III. Claiming Procedures - The Agency will bill monthly by County Voucher provided by the Department: which shall include Contract number, Contract Name, and Workers Time sheets. The Agency will attach a reconciliation of expenditures, as per the attached budget. A final reconciliation is required and fiscal adjustments upon presentation of the final voucher of the contract.

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

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. Agency financial records for the contracted program must be completed and available to the Department of Social Services Fiscal Staff for review and Audit upon request. The Agency will also submit the " Itemized, Composite Billing for Preventive Service Contracts / Case Planning and (Addendum II) "Itemized individual Billing for all Preventive Services Contracts: Counseling, Case Planning, Parent Aide, Other, and Comments (Addendum III) the Agency will submit a Contract Quarterly Evaluation every 3 months (Addendum IV).

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent audit.

The Contractor agrees that the equipment purchased under this contract is the property of the Department upon any termination or failure to renew the contract.

IV. Contract Evaluation - The Department will review and monitor Contract adherence collecting data internally and externally. The Department and the Contractor will meet at least quarterly to discuss the current Agreement Status.

V. Cost and Term - The total cost of the Program is not to exceed \$ 197,700.75 as per the attached budget. The term of this Contract is from January 1, 2011 to March 31, 2011 and maybe renewed annually agreeable to both the Department and the Contractor.

VI. 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.

VII. Contract Termination-This Contract may be terminated by the Department upon provision of a 30 day written notice of intent to terminate to the Contractor.

VIII. 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: 12/22/10

Agency: _____ The Neighborhood Center Inc.

Authorized Signature: Sandra L. Soroka

Print Authorized Name: SANDRA L. SOROKA

Title: Executive Director

The Neighborhood Center, Inc.
Case Planning Contract # 18601
January 1, 2011 – March 31, 2011

Personal Services:

Total Salaries	\$ 105,763.50
Fringe Benefits	\$ 21,152.75
Personal Service Contracts	\$ <u>44,348.75</u>

Total Personal Services \$ **171,265.00**

OTPS

Utilities	\$ 875.00
Telephone	\$ 250.00
Office/Program Supplies	\$ 125.00
Postage	\$ 50.00
Advertising	\$ 125.00
Travel/Mileage	\$ 5,000.00
Insurance	\$ 75.00
Professional Fees	\$ 325.00
Maintenance/Bldg/Grounds	\$ 750.00
Administrative	\$ <u>18,860.75</u>

Total OTPS \$ **26,435.75**

Total Expenses \$ **197,700.75**

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;

*The Neighborhood Center Inc.
Case Planning/Independent Living*

18601
1/1/11-3/31/11

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

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

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

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

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of



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

January 12, 2011

FN 20 11 - 020

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

WAYS & MEANS

Chairman Fiorini:

As I have previously indicated, the standard workday resolution for the New York State Pension System is a work in progress. The rules and regulations as to the form of the resolution are constantly being adjusted as the NYS Comptroller's Office work's through technical difficulties. I have been asked by the Comptroller's Office to make a few adjustments and corrections, which include consolidating two prior resolutions passed in 2010, and submit to the Board a resolution with the necessary changes. None of these changes will affect any individual Legislator.

Due to time constraints, I am requesting that this Resolution be submitted to Ways and Means and the Full Board for their consideration on January 26th.

Thank you in advance.

Sincerely,

Mikale Billard
Clerk of the Board

2010 JAN 12 AM 10:40
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ONEIDA COUNTY LEGISLATURE