

ONEIDA COUNTY BOARD OF LEGISLATORS

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

COMMUNICATIONS FOR DISTRIBUTION November 13, 2013

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

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Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

AVAILABLE ON WEBSITE ONLY

www.ocgov.net

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

for

FN 20 13 - 334

MEMORIALIZING PETITION

F.N. 2013-

SPONSOR(S): Tallarino *Fungo L. Cawson, County, Special*

READ & FILED

A MEMORIALIZING PETITION URGING THE UNITED STATE GOVERNMENT REPRESENTATIVES TO SUPPORT AND ENACT SENATE BILL 2305-A CALLING FOR THE CREATION OF A MANDATORY PUBLIC REGISTER FOR ANYONE CONVICTED OF ANIMAL ABUSE UNDER AGRICULTURE AND MARKETS LAW AS SPECIFIED IN SENATE BILL 2305-A (attached herein)

WHEREAS, the incidence of animal cruelty is increasing in all areas of the county and state; and

WHEREAS, such abuse is known to typically occur along with criminal activity and domestic and child abuse; and

WHEREAS, Oneida County has taken substantial and innovative approaches to prevent and end existing situations of domestic and child abuse and criminal activity; and

WHEREAS, such a registry will not only assist in the prevention of animal cruelty cases but may also be used to determine the likelihood of other criminal activity by individuals listed thereon; and

WHEREAS, the Oneida County Board of Legislators believes that such a registry will serve to protect the citizens of Oneida County by providing a search tool similar to the Sex Offender Registry; and

WHEREAS, such deterrence will ultimately assist in improving the quality of life within Oneida County,

NOW THEREFORE BE IT HEREBY RESOLVED, that our federal, state and county representatives should all stand together in support and enactment of Senate Bill 2305-A in order to protect the humane treatment of animals of Oneida County and demonstrate a healthy lifestyle to our residents and also to extend the ability of law enforcement to serve and protect county residents and their quality of life; and

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

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Joseph J. ...
D-14
D-29
Hammey ...
William ...
Philip M. Sacco
Frank P. Tallarico
Chad ...
Fossil

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

Dated: September 11, 2013

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

for

MEMORIALIZING PETITION

FN 20

13-362

READ & FILED

F.N. 2013-

SPONSOR(S): Messrs: Emil Paparella, Gerald Fiorini, James D'Onofrio, Ronald Townsend, Edward Welsh, Brian Miller, Michael Waterman, Richard Flisnik, Les Porter, David Wood, George Joseph, Robert Koenig, Howard Regner, Norman Leach, Brian Mandryck

A MEMORIALIZING PETITION STRONGLY OPPOSING THE ELIMINATION OF REIMBURSEMENT FOR CLAIMS BY COUNTY AND LOCAL GOVERNMENT ENTITIES BY THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) FOR FOSTER CARE, CHILD WELFARE, DOMESTIC VIOLENCE, ADULT PROTECTIVE OR OTHER SOCIAL SERVICES.

WHEREAS, the New York State Office of Children and Family Services has informed Oneida County and local government entities that the following types of costs performed by County and local government entities may not be claimed to federal or State funding provided through the OFCS for foster care, child welfare, domestic violence, adult protective or other social services; and

WHEREAS, claims to the OCFS for costs of law enforcement (district attorney office and/or police of sheriff's department) personnel conducting investigation or prosecuting child protective service cases irrespective of whether those personnel are members of multi-disciplinary team and/or work out of a child advocacy center will no longer be funded by through the OCFS; and

WHEREAS, claims to the OCFS for costs of law enforcement personnel engages in criminal investigations and prosecutorial activities including any follow-up activities relating to domestic violence, family violence, sex offence and/or adult protective incidents will no longer be funded through the OCFS; and

WHEREAS, claims to the OCFS for costs of county attorney or district attorney personnel relating to presentment agency activities in juvenile delinquency (JD) or persons in need of supervision (PINS) cases will no longer be funded through the OCFS; and

WHEREAS, claims to the OCFS for cost of probation department staff performing any activity other than providing preventive services as diversion services in potential JS and PIN cases will no longer be funded through the OCFS; and

WHEREAS, the Oneida County Board of Legislators holds the safety, protection and care of the citizens of Oneida County as their top priority and the special cases that were previously funded through the OCFS are many and costly to the citizens of Oneida County; and

WHEREAS, state mandates consume over ninety percent of the County's annual budget and to replace the funding from the OCFS in such short notice would be not only impossible but also detrimental to the lives our most vulnerable citizens that are most in need of our help; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators strongly opposes the elimination of reimbursements to the County and local government entities for claims through the OCFS for foster care, child welfare, domestic violence, adult protective or other social services; and

BE IT FURTHER RESOLVED, that the Oneida County Board of Legislators urgently asks the New York State Office of Children and Family services to reverse their decision on not funding foster care, child welfare, domestic violence, adult protective and other social service

**BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following:
New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Senator David**

Valesky, New York State Assembly Representative, William Magee, New York State Assembly Marc Butler,
County Executive Anthony Picente, Commissioner of OCFS Gladys Carrion, Esq. and all others deemed necessary
and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

[Handwritten signatures of legislators supporting the petition]
Gerald J. Young
Wom Leach
Mil R. Paparella
K.K.
Dartwood
Edna L. Walsh
Joe Porter
Hummelberger
Rantamensen
M. Blumstein
James D. Miller
Brian D. Miller
Chad Dwyer
William J. Friedman
Harmony Speckle
D. J. Jorgensen
Brian M. M...
1 10/15

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a

Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

Dated: October 9, 2013



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

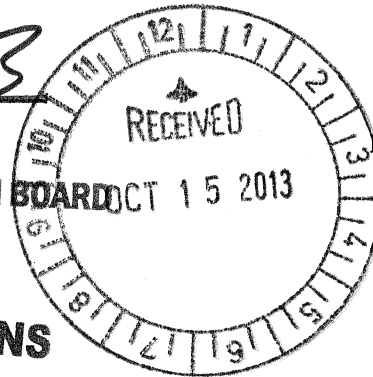
Frank D. Tallarino
Minority Leader

October 15, 2013

FN 20 13-363

FARMLAND PROTECTION BOARD

WAYS & MEANS



Brymer Humphreys, Chair
Agricultural and Farmland Protection Board
8661 Tibbits Road
New Hartford, 13413

RE: **Eight Year Review – Agricultural District No. 5, Towns of Kirkland, New Hartford,
Westmoreland and Whitestown**

Dear Mr. Humphreys,

This office is in receipt of a request for an eight year county evaluation of the above referenced Agricultural District No. 5, which includes the Towns of Kirkland, New Hartford, Westmoreland and Whitestown.

A docket sheet has been prepared with correspondence attached for review by your committee. Maps and other necessary documentation will be provided by the County Planning Department.

Upon completion of review by your committee, please return the docket to this office together with the committee's report and recommendations.

Sincerely,

Phyllis Parry
Deputy Clerk of the Board

Cc: FPB members



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Frank D. Tallarino
Minority Leader

October 15, 2013

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

2013-363
FPB
WJM

RE: Eight Year Review – Agricultural District No. 5, Towns of Kirkland, New Hartford, Westmoreland
And Whitestown

Dear Mr. Amoroso:

The Board of Legislators is in receipt of a request for an eight year County evaluation of the above referenced agricultural district No. 5. Upon receipt of this request, please have the necessary documents announcing the 30-day public review prepared for publication and forward a copy to this office.

Sincerely,

Phyllis M. Parry
Deputy Clerk of the Board

Cc: FPB Members



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Frank D. Tallarino
Minority Leader

October 15, 2013

Mrs. Sandra DePerno
Oneida County Clerk
800 Park Avenue
Utica, New York 13501

RE: Eight Year Review – Agricultural District No. 5, Towns of Kirkland, New Hartford, Westmoreland
And Whitestown

Dear Mrs. DePerno:

Enclosed herewith for filing in your office is an application for review of the above referenced consolidated Agricultural District No. 5.

Pursuant to the consolidation plan that was approved by the Farmland Protection Board, the district now more closely reflects town boundaries versus intermingling the town boundaries across agricultural districts.

Complete documentation will be filed in your office upon adoption of the review by the Board of Legislators and certification by the Commissioner of Agriculture and Markets.

Sincerely,

Phyllis M. Parry
Deputy Clerk of the Board

Cc: FPB Members

5

STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235

Division of Land and Water Resources

518.457.2713
Fax: 518.457.3412

September 17, 2013

Mike Billard, Clerk
Oneida County Legislature
County Office Bldg.
800 Park Ave.
Utica, NY 13501

Dear Mr. Billard:

July 10, 2014 will mark the anniversary of Oneida County Agricultural District No. c5 first formed on July 10, 1974.

Consistent with the requirements of the Agriculture and Markets Law, your legislative body must cause a review of the District to be conducted. This letter serves as a notice to initiate the review and generally defines the review process and time frame.

The review is designed to gauge the District's effect on local government policies concerning community development, environmental protection and preservation of the agricultural economy. The review must also consider how District farms and farm acres have furthered the purposes for which it was originally established, the extent to which it has achieved its original objectives and its degree of consistency with community economic and land use conditions.

The Agricultural District 8-year review procedures and forms are detailed on the Departments website at: <http://www.agmkt.state.ny.us/programs.html> and <http://www.agmkt.state.ny.us/APagservices/agdistricts.shtml>

If I can be of any assistance during the district review or if you have any questions regarding the Agricultural Districts Program, please call me at 518-457-5606 or e-mail me at john.brennan@agriculture.ny.us

Sincerely,



John F. Brennan
Agricultural Districts Program Manager

cc: Brymer Humphreys, Chair, AFPB
Guy Sussaman, County Planning Department
Marty Broccoli, County Cooperative Extension

MEMORANDUM

To: Chair, Agricultural and Farmland Protection Board (AFPB)
County Planning Department
County Cornell Cooperative Extension
From: John Brennan, Agricultural Districts Program Manager
Date: September 17, 2013

Subject: Oneida County Agricultural District No. c5 Eight-Year Review

July 10, 2014, will mark the anniversary of Oneida County Agricultural District No. c5 first formed on July 10, 1974.

Consistent with the requirements of the Agriculture and Markets Law (AML), the County legislative body must cause a review of the District to be conducted. This memorandum serves to alert you that the review process should be initiated and to provide several aids, which may benefit your respective review roles.

The following Agricultural District 8-year review procedures and forms are available on the Department Website at:

<http://www.agmkt.state.ny.us/Programs.html> and <http://www.agmkt.state.ny.us/AP/agsservices/agdistricts.html>

- Agricultural Districts program Mapping Checklist
- Time Frame for District Review (flow chart)
- Agricultural District EAF
- SEQRA Process and Review
- Agricultural Districts Law Summary
- RA-114 District Review Profile
- RA-113 District Review Sheet, and
- Article 25AA PDF—Agriculture and Markets Law (as amended through October 2012)

Enclosed is a map identifying the state certified boundaries of the district as adopted by your County legislative body. The map has been provided through the facilities at IRIS, 1015 Bradfield Hall, Cornell University, Ithaca, New York 14853-5601. Should the eight-year review process result in District modification, the change must be shown on a revised mylar or may be submitted digitally after contacting Cornell IRIS at (607) 255-6529 for further guidance. Please be reminded that the Commissioner will not recertify an agricultural district until a map is filed with IRIS.

Also, please include all properties added to the District during the annual inclusion-open enrollment period. The attached map does not include the annual inclusion properties.

If I can be of any assistance during the review you may contact me at (518) 457-5606 or by e-mail at john.brennan@agriculture.ny.gov

Thank you,

John F. Brennan
Agricultural Districts Program Manager

TOWN OF TRENTON

OFFICE OF THE TOWN CLERK

JOSEPH E. SMITH, Supervisor
STANLEY K. HARRIS, Town Clerk
J. PATRICK VAN BUSKIRK, Town Justice
DON C. CANNON, Town Justice
ARTHUR HUGHES, Highway Superintendent

8520 Old Poland Rd
PO Box 206
Barneveld, NY 13304-0206
(315) 896-2664
TDD Dial 711
FAX (315) 896-4045
townclerk@town.trenton.ny.us
www.town.trenton.ny.us

BRUCE KELLOGG, Councilman
BETSY BEIL MACK, Councilwoman
DAN SHANLEY, II, Councilman
LORNA VAN BUSKIRK, Tax Collector

October 10, 2013

The Honorable Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Ave Ste 6
Utica, NY 13501-2977

FN 20 13-364

HEALTH & HUMAN SERVICES WAYS & MEANS

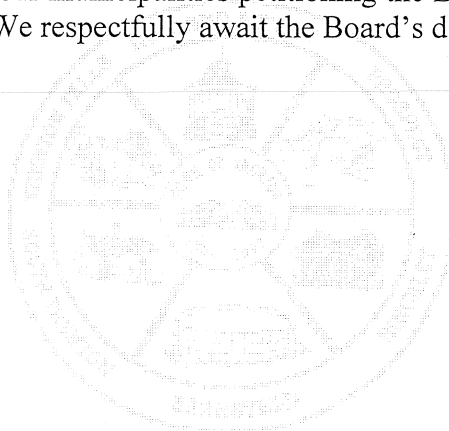
Mr. Billard,

As you may know, Article 41, Title 2, § 4120 of the Public Health Code of the State of New York establishes Primary Registration Districts for the purposes of the registration of vital statistics (subsection 1). It also provides a mechanism for combining previously established Primary Registration Districts (subsection 2(a)).

The Town of Trenton and Villages of Barneveld, Holland Patent and Prospect were originally established as separate districts and have remained so to date. By mutual agreement, the Registrar of the Town of Trenton has performed all registration duties for the villages for many years, but is still required to register and account for all vital statistics separately for each municipality. This creates quite a burden on some occasions. It is necessary to determine in what municipality a registered event occurred, along village/town boundaries. Sometimes this can be very difficult to ascertain.

The only solution to this issue is the combining of the districts as provided for in the Code. The three villages and the town have agreed that the combination of all four existing districts into a single one would be advantageous for all concerned.

The next step is obtaining approval from the county legislature. To that end, please find enclosed signed and sealed resolutions from each of the four municipalities petitioning the Board of Legislators for their approval to combine the four existing districts. We respectfully await the Board's decision.



Sincerely,

A handwritten signature in cursive script, appearing to read "Stanley K. Harris".

Stanley K. Harris
Town Clerk

The Town of Trenton is an equal opportunity provider, and employer.

STATE OF NEW YORK)
COUNTY OF ONEIDA) SS:
TOWN OF TRENTON)

I, Stanley K. Harris, Town Clerk of the Town of Trenton,

DO HEREBY CERTIFY that the following resolution was adopted at a Regular Meeting of the Town Board held on October 9, 2013, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

WHEREAS, Pursuant to Article 41, Title 2, § 4120, subsection 1 of the Public Health code of the State of New York, the Town of Trenton, the Village of Barneveld, the Village of Holland Patent and the Village of Prospect are currently established as a primary registration districts for the purposes of the Registration of Vital Statistics; and

WHEREAS, the Registrar of Vital Statistics of the Town of Trenton, by mutual agreement, has performed all duties pertaining to the Registration of Vital Statistics for the Village of Barneveld, the Village of Holland Patent and the Village of Prospect for many years; and

WHEREAS, Pursuant to Article 41, Title 2, § 4120, subsection 2(a), "To facilitate registration, the commissioner may with the approval of the legislative body of the county in which each district is located, combine two or more primary districts into a single primary district"; and

WHEREAS, the respective Village Boards of the Village of Barneveld, the Village of Holland Patent and the Village of Prospect have separately resolved to petition the Oneida County Board of Legislators for approval to combine the primary registration districts of said Villages and the Town of Trenton primary registration district for the purposes of the Registration of Vital Statistics.

NOW THEREFORE BE IT RESOLVED:

The Town of Trenton does hereby petition the Oneida County Board of Legislators for approval to combine the primary registration districts of the Village of Barneveld, the Village of Holland Patent, the Village of Prospect and the Town of Trenton into a single district, to be henceforth known as the Town of Trenton primary registration district, for the purposes of the Registration of Vital Statistics.

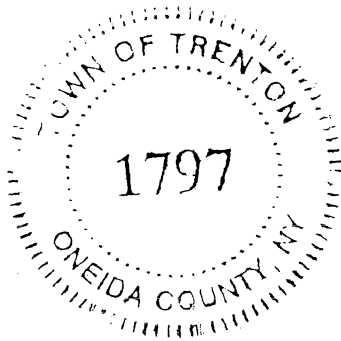
The above resolution was put to a vote and upon roll call the vote was as follows:

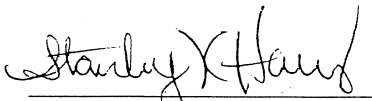
		<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Joseph E. Smith	Supervisor	X		
Stephen A. Godfrey	Councilman	X		
Bruce Kellogg	Councilman	X		
Betsy Beil Mack	Councilman	X		
Dan Shanley, II	Councilman			X

Upon the above vote, the resolution was declared adopted.

Dated: Barneveld, New York
October 9th, 2013

IN TESTIMONY HEREOF, I have hereto set my hand and affixed the seal of the said Village of Barneveld this 10th day of October, 2013.




Town Clerk

STATE OF NEW YORK)
COUNTY OF ONEIDA) SS:
VILLAGE OF BARNEVELD)

I, Anita Adam, Village Clerk of the Village of Barneveld,

DO HEREBY CERTIFY that the following resolution was adopted at a Regular Meeting of the Village Board of Trustees held on October 8, 2013, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

WHEREAS, Pursuant to Article 41, Title 2, § 4120, subsection 1 of the Public Health code of the State of New York, the Village of Barneveld is currently established as a primary registration district for the purposes of the Registration of Vital Statistics; and

WHEREAS, said Village of Barneveld is fully contained and situated within the Town of Trenton; and

WHEREAS, the Registrar of Vital Statistics of the Town of Trenton, by mutual agreement, has performed all duties pertaining to the Registration of Vital Statistics for the Village of Barneveld for many years; and

WHEREAS, Pursuant to Article 41, Title 2, § 4120, subsection 2(a), "To facilitate registration, the commissioner may with the approval of the legislative body of the county in which each district is located, combine two or more primary districts into a single primary district".

NOW THEREFORE BE IT RESOLVED:

The Village of Barneveld does hereby petition the Oneida County Board of Legislators for approval to combine the Village of Barneveld and the Town of Trenton primary registration districts for the purposes of the Registration of Vital Statistics.

The above resolution was put to a vote and upon roll call the vote was as follows:

		<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
George Morey	Mayor	x		
Christopher Crumb	Trustee			x
Carol Hameline	Trustee	x		
Susan Martin	Trustee	x		
John Sherman	Trustee	x		

STATE OF NEW YORK)
COUNTY OF ONEIDA) SS:
VILLAGE OF HOLLAND PATENT)

I, Virginia L. Wardner, Village Clerk of the Village of Holland Patent,

DO HEREBY CERTIFY that the following resolution was adopted at a Regular Meeting of the Village Board of Trustees held on September 19th, 2013, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

WHEREAS, Pursuant to Article 41, Title 2, § 4120, subsection 1 of the Public Health code of the State of New York, the Village of Holland Patent is currently established as a primary registration district for the purposes of the Registration of Vital Statistics; and

WHEREAS, said Village of Holland Patent is fully contained and situated within the Town of Trenton; and

WHEREAS, the Registrar of Vital Statistics of the Town of Trenton, by mutual agreement, has performed all duties pertaining to the Registration of Vital Statistics for the Village of Holland Patent for many years; and

WHEREAS, Pursuant to Article 41, Title 2, § 4120, subsection 2(a) "To facilitate registration, the commissioner may with the approval of the legislative body of the county in which each district is located, combine two or more primary districts into a single primary district".

NOW THEREFORE BE IT RESOLVED:

The Village of Holland Patent does hereby petition the Oneida County Board of Legislators for approval to combine the Village of Holland Patent and the Town of Trenton primary registration districts for the purposes of the Registration of Vital Statistics.

The above resolution was put to a vote and upon roll call the vote was as follows:

		<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Michael J. Bennison	Mayor	X		
Francis L. Crumb	Trustee	X		
Thomas C. Furlong	Trustee			X
Peter O. Gaige	Trustee			X
Scott Rosenburgh	Trustee	X		

Upon the above vote, the resolution was declared adopted.

Dated: Holland Patent, New York
September 19th, 2013

IN TESTIMONY HEREOF, I have hereto set my hand and affixed the seal of the said Village of Holland Patent this 19th day of September, 2013.

Virginia L. Gardner
Village Clerk

STATE OF NEW YORK)
COUNTY OF ONEIDA) SS:
VILLAGE OF PROSPECT)

I, Marcia Ellis, Village Clerk of the Village of Prospect,

DO HEREBY CERTIFY that the following resolution was adopted at a Special Meeting of the Village Board of Trustees held on September 19, 2013, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

WHEREAS, Pursuant to Article 41, Title 2, § 4120, subsection 1 of the Public Health code of the State of New York, the Village of Prospect is currently established as a primary registration district for the purposes of the Registration of Vital Statistics; and

WHEREAS, said Village of Prospect is fully contained and situated within the Town of Trenton; and

WHEREAS, the Registrar of Vital Statistics of the Town of Trenton, by mutual agreement, has performed all duties pertaining to the Registration of Vital Statistics for the Village of Prospect for many years; and

WHEREAS, Pursuant to Article 41, Title 2, § 4120, subsection 2(a) "To facilitate registration, the commissioner may with the approval of the legislative body of the county in which each district is located, combine two or more primary districts into a single primary district".

NOW THEREFOR BE IT RESOLVED:

The Village of Prospect does hereby petition the Oneida County Board of Legislators for approval to combine the Village of Prospect and the Town of Trenton primary registration districts for the purposes of the Registration of Vital Statistics.

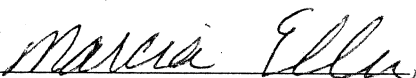
The above resolution was put to a vote and upon roll call the vote was as follows:

		<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Frances Righi	Mayor	X		
Nicholas Delaware	Trustee	X		
Christine Lawrence	Trustee	X		
Joyce Williams	Trustee	X		
Mary Zacek	Trustee	X		

Upon the above vote, the resolution was declared adopted.

Dated: Prospect, New York, September 19, 2013

IN TESTIMONY HEREOF, I have hereto set my hand and affixed the seal of the said Village of Prospect this day of September 19, 2013.


Village Clerk

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

FN 20 13-365

October 28, 2013

GOVERNMENT OPERATIONS



WAYS & MEANS

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

Dear Mr. Picente:

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

Please submit this to the Board of Legislators for their approval.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

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

Anthony J. Picente, Jr.
County Executive

Enclosure

Date 11-1-13

cc: Mikale Billard, Clerk of the Board

MORTGAGE TAX RECEIPTS AND DISTRIBUTION

FOR THE PERIOD ENDING SEPTEMBER 2013

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

WHEREAS: This report shows the credit statement to the sum of \$1,672,488.11 to be
Distributed to the various towns, cities and villages pursuant to
Section 261 of the Tax Law, now therefore, be it hereby

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

APPROVED:



NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT
 COUNTY OF Oneida FOR THE PERIOD OF April 2013 THROUGH September 2013
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

TAX RATE: 0.9344165957

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED			
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurers Expense (Col 5 + Col 6 - Col 7)	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund	12 Special Additional Tax SONYMA
Oct												
Nov												
Dec												
Jan												
Feb												
Mar												
Apr	253,137.00	1.36	19,814.60	0.00	233,323.76	0.00	233,323.76	0.00	103,439.44		79,931.21	
May	231,016.50	1.44	20,481.33	0.00	210,536.61	0.00	210,536.61	0.00	93,052.59		60,169.52	
Jun	269,555.87	1.77	19,286.74	-1,161.21	249,109.69	0.00	249,109.69	0.00	120,245.29		88,677.28	
Jul	322,762.50	32.52	19,560.54	0.00	303,234.48	0.00	303,234.48	0.00	136,070.90		109,276.68	
Aug	370,811.99	35.92	19,324.54	0.00	351,523.37	0.00	351,523.37	0.00	161,084.99		131,100.00	
Sep	343,751.50	28.79	19,020.09	0.00	324,760.20	0.00	324,760.20	0.00	150,417.65		129,040.95	
Totals	1,791,035.36	101.80	117,487.84	-1,161.21	1,672,488.11	0.00	1,672,488.11	0.00	764,310.86		598,195.64	

James S. ...
 Recording Officer

James ...
 Treasurer

PART II

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

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

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
ANNSVILLE	10,890.50	0.00	0.00	10,890.50	10,176.26
AUGUSTA	12,755.50	0.00	0.00	12,755.50	11,918.95
AVA	5,344.50	0.00	0.00	5,344.50	4,993.99
BOONVILLE	60,284.99	0.00	0.00	60,284.99	56,331.30
BRIDGEWATER	10,867.50	0.00	0.00	10,867.50	10,154.77
CAMDEN	34,777.50	0.00	0.00	34,777.50	32,496.67
DEERFIELD	42,463.50	0.00	0.00	42,463.50	39,678.60
FLORENCE	2,872.50	0.00	0.00	2,872.50	2,684.11
FLOYD	29,152.00	0.00	0.00	29,152.00	27,240.11
FORESTPORT	26,209.00	0.00	0.00	26,209.00	24,490.12
KIRKLAND	76,971.00	0.00	0.00	76,971.00	71,922.98
LEE	45,166.50	0.00	0.00	45,166.50	42,204.33
MARCY	78,836.50	0.00	0.00	78,836.50	73,666.13
MARSHALL	24,758.35	0.00	-340.23	24,418.12	22,816.70
NEW HARTFORD	241,114.43	0.00	0.00	241,114.43	225,301.32
PARIS	42,561.00	0.00	0.00	42,561.00	39,769.70
REMSEN	15,395.50	0.00	0.00	15,395.50	14,385.81
ROME	181,347.44	0.00	0.00	181,347.44	169,454.06
SANGERFIELD	13,598.15	0.00	-820.98	12,777.17	11,939.20
STEBEN	10,589.50	0.00	0.00	10,589.50	9,895.00
TRENTON	42,970.00	0.00	0.00	42,970.00	40,151.88
UTICA	360,367.50	0.00	0.00	360,367.50	336,733.37
VERNON	78,655.00	0.00	0.00	78,655.00	73,496.54
VERONA	39,768.50	0.00	0.00	39,768.50	37,160.35
VIENNA	59,436.50	0.00	0.00	59,436.50	55,538.45
WESTERN	23,284.00	0.00	0.00	23,284.00	21,756.96
WESTMORELAND	55,059.50	0.00	0.00	55,059.50	51,448.51
WHITESTOWN	165,538.50	0.00	0.00	165,538.50	154,681.92
Total Tax Districts: 28	1,791,035.36	0.00	-1,161.21	1,789,874.15	1,672,488.11

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

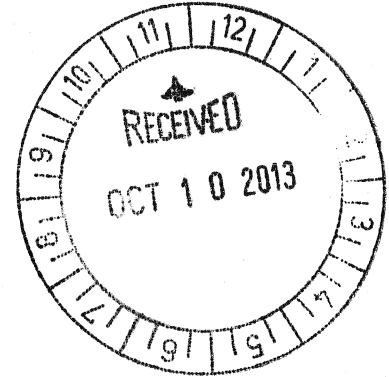


ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

October 9, 2013

FN 20 13.366



Oneida County .
Board of Legislators
800 Park Avenue
Utica, NY 13501

ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

Dear Honorable Members:

The president of MVCC, Randall J. Van Wagoner, has requested the establishment of a Capital Project to do renovations on the ACC Community Room which is used extensively for MVCC events and community events as well. The establishment of a Capital Project will enable MVCC to receive fifty percent funding from New York State. The other half of the funding will come from the MVCC Foundation.

I therefore request your Board's approval for the following:

A.) Establishment of **Capital Project H-491 – MVCC – ACC Community Room Renovation**, and

B.) Funding for Capital Project H – 491 as follows:

H – 491 - State Aid – MVCC.....	\$	172,400.00.
H – 491 - Other – MVCC Foundation	\$	172,400.00.
Total.....	\$	344,800.00.

C.) I also respectfully ask your Board to act on this legislation at your **November 13, 2013** meeting due to the time constraints of New York State for submission of SUNY Capital Projects.

Thank you for the Board's kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

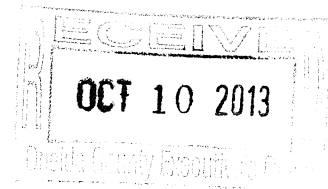
CC: Comptroller
County Attorney
Budget
MVCC



MOHAWK VALLEY COMMUNITY COLLEGE

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

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



October 7, 2013

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



Dear Tony,

I write to request Oneida County approval for an increase to Capital Project account H336 MVCC Athletic & Physical Ed. Facilities Master Plan. There remains some asbestos abatement, exterior sealing and other renovation work that needs to be done to complete the project. I am requesting an increase in the Project account of \$150,000 of which 50% will be funded by MVCC and 50% will be funded by SUNY. County consideration of this resolution during the November Legislative cycle would be appreciated so we may submit the required resolutions to SUNY for approval. Completion of this work will complete the project and allow for closure of the project within the financial and accounting records.

Thank you for your kind attention to this request. I am happy to supply more information at your request.

Sincerely,

Randall J. VanWagoner, Ph.D.
President

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

Anthony J. Picente, Jr.
County Executive

Date 10/10/13



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

October 9, 2013

FN 20 13-367



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

ECONOMIC DEVELOPMENT
& TOURISM

WAYS & MEANS

Honorable Members:

The president of MVCC has requested to amend Capital Project H336 – MVCC Athletic & Physical Ed. Facilities Master Plan for additional asbestos abatement that needs to be done before the project can finally be shut down. By amending this capital project it will enable MVCC to receive fifty percent funding from New York State. The other half of the funding will come from the MVCC Foundation.

I therefore request your Board approval for an amendment to Capital Project H-336 –MVCC Athletic & Physical Ed. Facilities Master Plan:

Table with 4 columns: CURRENT, CHANGE, PROPOSED. Rows include Bonding, State Aid, Other – MVCC Foundation, and TOTAL.

I also respectfully request your Board to act on this legislation at your November 13, 2013 meeting due to the time constraints of New York State for submission of SUNY Capital projects.

Thank you for the Board’s kind attention to this request.

Respectfully submitted,

[Handwritten Signature]

Anthony J. Picente, Jr.
County Executive

CC: County Attorney
Comptroller
Budget Director
MVCC



MOHAWK VALLEY COMMUNITY COLLEGE

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

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

October 7, 2013

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

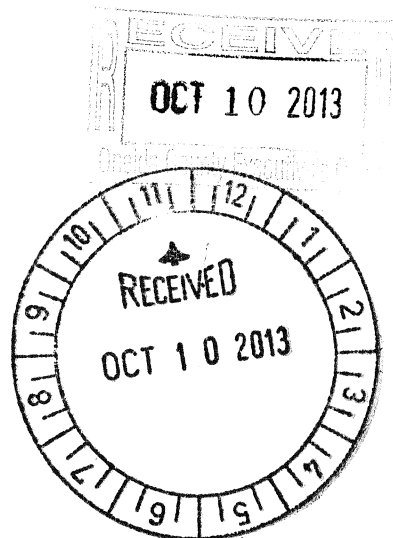
Dear Tony,

I write to request Oneida County approval for an increase to Capital Project account H336 MVCC Athletic & Physical Ed. Facilities Master Plan. There remains some asbestos abatement, exterior sealing and other renovation work that needs to be done to complete the project. I am requesting an increase in the Project account of \$150,000 of which 50% will be funded by MVCC and 50% will be funded by SUNY. County consideration of this resolution during the November Legislative cycle would be appreciated so we may submit the required resolutions to SUNY for approval. Completion of this work will complete the project and allow for closure of the project within the financial and accounting records.

Thank you for your kind attention to this request. I am happy to supply more information at your request.

Sincerely,

Randall J. Van Wagoner, Ph.D.
President



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

Anthony J. Picante, Jr.
County Executive

Date 10/10/13



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

October 9, 2013

Oneida County .
Board of Legislators
800 Park Avenue
Utica, NY 13501

FN 20 13-368

ECONOMIC DEVELOPMENT
& TOURISM



Dear Honorable Members:

WAYS & MEANS

The president of MVCC, Randall J. Van Wagoner, has requested the establishment of a Capital Project to develop and implement a Campus Wayfinding and Signage Program. This program will be used on both the Utica and Rome Campuses to help students, prospective students and members of the community find events and resources on the campuses. The establishment of a Capital Project will enable MVCC to receive fifty percent funding from New York State. The other half of the funding will come from the MVCC Foundation.

I therefore request your Board's approval for the following:

A.) Establishment of **Capital Project H-492 – MVCC – Campus Wayfinding and signage Program**, and

B.) Funding for Capital Project H – 492 as follows:

H – 492 - State Aid – MVCC.....	\$ 17,500.00.
H – 492 - Other – MVCC Foundation	\$ 17,500.00.
Total.....	\$ 35,000.00.

C.) I also respectfully ask your Board to act on this legislation at your **November 13, 2013** meeting due to the time constraints of New York State for submission of SUNY Capital Projects.

Thank you for the Board's kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

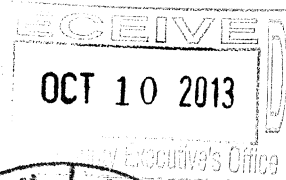
CC: Comptroller
County Attorney
Budget
MVCC



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

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



October 7, 2013

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

Dear Tony,

I write to request Oneida County approval for an MVCC Capital Project. Specifically, I am requesting the County prepare and approve a resolution establishing a capital project account to develop and implement a Campus Wayfinding and Signage program. County consideration of this resolution during the November Legislative cycle would be appreciated so we may submit the required resolutions to SUNY for approval. Both the Utica Campus and the Rome Campus are in need of a comprehensive signage plan to help students, prospective students and members of the community find events and resources on the campuses.

The request is for the design of the plan, estimated to be \$35,000. 50% of this amount will be provided by the MVCC Foundation and the balance will be reimbursed by SUNY. There is no cost to Oneida County other than the short term financing of expenditures pending SUNY reimbursement. We do anticipate requesting funding from the County for 2015 to begin implementation of the plan.

Thank you for your kind attention to this request. I am happy to supply more information at your request.

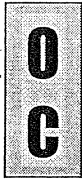
Sincerely,

Randall J. VanWagoner, Ph.D.
President

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

Anthony J. Picente, Jr.
County Executive

Date 10/10/13



October 21, 2013

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

FN 20 13-369

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear Mr. Picente:

In reviewing the Students in Other Community Colleges cost center it is estimated there will be a shortfall for the year of approximately \$470,000. This is a result of more students opting to attend other community colleges instead of attending Mohawk Valley Community College and increases in the tuition reimbursements throughout New York State. Herkimer County Community College total tuition bill for 2012 was approximately \$596,000. This year Herkimer's bill is already approaching \$790,000.

I therefore request your Board approval for the following **2013** Budget Transfer:

TO:

AA# A2490.4942- Students in Other Community Colleges, Herkimer.....	\$ 100,000.
AA# A2490.4943 - Students in Other Community Colleges, Onondaga CCC	<u>70,000.</u>
Total	\$ 170,000

FROM:

AA# A1995.9- Contingent Insurance / Fuel.....	\$170,000.
---	------------

I also request your Board approval for the following **2013** supplemental appropriation:


TO:

AA# A2490.4942- Students in Other Community Colleges, Herkimer.....	\$ 300,000.
---	-------------

This supplemental appropriation will be partially supported by the following unanticipated revenue:

RA# A3010 - State and Other Aid.....	\$300,000.
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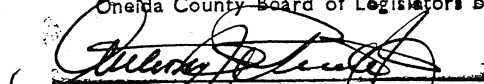
Respectfully submitted,


Thomas B. Keeler
Budget Director

Attach.

Cc: County Attorney
Comptroller

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


Anthony J. Picente, Jr.
County Executive

Date 10/25/13



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

October 28, 2013

FN 20 13-370

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

PUBLIC SAFETY

WAYS & MEANS

Honorable Members:

On February 13, 2013 your Board established Capital Project H-483 County Court House – Water Damage. This Capital Project was set up to repair the damage sustained in the County Court House as a result of a water pipe breaking. The project has been completed and it is necessary to amend it to reflect the actual cost that was incurred during the repairs.

No additional County Cost was incurred in this repair.

I therefore request your Board approval for an amendment to **Capital Project H-483 –County Court House – Water Damage:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Insurance.....	\$ 290,000.	\$+ 45,704.	\$ 335,704.
Direct Appropriation	<u>\$ 35,000.</u>	<u>\$ 00.</u>	<u>\$ 35,000.</u>
TOTAL:.....	\$ 325,000.	\$+ 45,704.	\$ 370,704.

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive

CC: County Attorney
Comptroller
Budget Director
Comm DPW

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

September 6, 2013

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

20 13-371

PUBLIC SAFETY
WAYS & MEANS



Dear County Executive Picente,

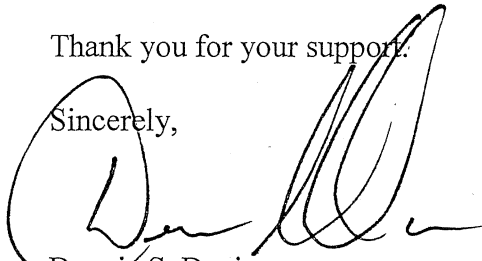
Oneida County (Lessor) currently leases space at Union Station to the National Railroad Passenger Corporation (Lessee) for operation of Amtrak passenger train services. The current term of this lease will expire on December 31, 2013.

Enclosed is a proposed Third Amendment to Lease that would grant Lessee an additional five year term commencing on January 1, 2014 and ending on December 31, 2018. For the duration of this term Lessee would pay Lessor \$69,918.00 annually. This would be a 9.6% increase over the previous rental rate. The increase was based on an aggregate of Consumer Price Index increases/decreases over the previous five year term. The Third Amendment to Lease would also grant Lessee an option to renew the lease for two (2) additional five (5) year terms with annual rental rate increases as specified.

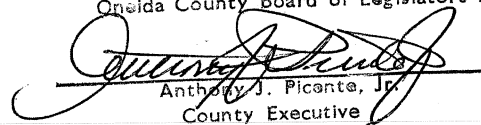
Please consider the enclosed agreement and if acceptable forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,


Dennis S. Davis
Commissioner

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


Anthony J. Picente, Jr.
County Executive

cc: Mark E. Laramie, PE, Deputy Commissioner

Date 10/25/13

Oneida County DPW Contract Summary

Division: Buildings & Grounds
Contact: Mark Laramie
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract _____
Professional Services Contract _____
NYSOGS Contract _____
Competitive Bid or Proposal _____
Sole Source _____
Other X

Board of Legislators Approval Required Yes

Name of Contracting Organization: **National Railroad Passenger Corporation – Amtrak**

Title of Activity or Service: **Agreement of Lease**

Description of Proposed Services: **3rd Amendment of Lease between Oneida County (Lessee) and National Railroad Passenger Corporation for space at Union Station, Utica, NY. Amendment would provide additional five (5) year term commencing Jan 1, 2014 and ending December 31, 2018 with two (2) additional five (5) year term options.**

Total Funding Requested: \$349,590.00

Account Number A1620.493

Proposed Funding Source: Federal _____
State _____
County 100%
Other _____

Oneida County Department Staff Comments: _____

Third Amendment to Lease

Third Amendment to Lease dated July 24, 2002 by and between the County of Oneida ("Lessor") and the National Railroad Passenger Corporation ("Lessee").

1) Lessor and Lessee agree to the following.

- a) The Lessor grants Lessee an additional five year term commencing on January 1, 2014 and ending on December 31, 2018. All other provisions of the lease and subsequent amendments thereto remain in effect.
 - i) Lessee shall pay rent annually to the Lessor in the amount of Sixty Nine Thousand Nine Hundred Eighteen and 00/100 dollars (\$69,918.00). Such rent shall be payable to the Lessor in quarterly payments of Seventeen Thousand Four Hundred Seventy Nine 00/100 dollars (\$17,479.50), the first of which is due January 1, 2014 with the remaining quarterly payments due on the first day of each subsequent quarterly date thereafter.
- b) The Lessor grants Lessee an option to renew this lease on the same terms for two (2) additional five year terms with the first option beginning on January 1, 2019.
 - i) An annual rent shall be negotiated by the parties prior to the termination of the current lease term. Such renewal term annual rent shall be increased by no less than five percent (5%) increase over the previous rent, nor no more than a fifteen percent (15%) increase over the previous rent, except that if there are extraordinary events, such as national, or state directives that the Lessor is required to follow. The parties agree to further negotiations of rent increases based on additional operational cost experienced by the Lessor resulting from such extraordinary events.

2) End Third Amendment to Lease

NATIONAL RAILROAD PASSENGER CORPORATION

By: B. Loolbian
Name: Bruce Loolbian
Title: AVP - Real Estate Development

COUNTY OF ONEIDA

By: _____
Name: Anthony J. Picente Jr.
Title: Oneida County Executive

Approved As To Form:

Oneida County Attorney

ANTHONY J. PICENTE JR.
County Executive

Dennis S. Davis
Commissioner



DIVISIONS
Buildings and Grounds
Engineering
Highways, Bridges and Structures
Reforestation

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

6000 Airport Road • Oriskany, New York 13424

Phone: (315) 793-6213 • Fax: (315) 768-6299

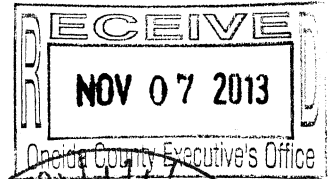
November 6, 2013

FN 20 13 - 372

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

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

There is a need for additional funds in the Gasoline & Oil account (M5130.495). The summer storms and floods have increased equipment use for repairs including extended hours. FEMA re-payment has not been finalized or authorized so we cannot use this as anticipated revenue at this time. The original budget was \$720,694.00 for 2013, and yearend projections indicate this account will be short \$100,000.00. Therefore; we are requesting the transfer of \$100,000.00 as follows:

From: M5130.109 – Salaries \$100,000

To: M5130.456 – Gasoline & Oil \$100,000

There is also a need for additional funds in the Other Expenses account (M5130.495) to cover waste water hauling from two satalite garage locations, Oneida Herkimer Solid Waste Authority for tire disposal and for uniform rentals in the total amount of \$8,000.00. The original budget was \$75,000.00, therefore; we are requesting the transfer of \$8,000.00 as follows:

From: M5130.109 – Salaries \$8,000

To: M5130.495 –Other expenses \$8,000

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the Board of Legislators at their regular scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

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

Anthony J. Picente, Jr.
County Executive

Date 11/7/13



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

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

October 16, 2013

FN 20 13 - 373

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

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente,

Attached is letter from the New York State Department of Homeland Security awarding Oneida County \$240,000 through its State Homeland Security Program. A \$180,000 has been designated to be used by the Department of Emergency Services. This funding will be used to upgrade equipment. These upgrades will take some time so I believe it will be necessary to set up a new capital account to properly account for all the required transactions.

No County dollars will be necessary for this upgrade.

I therefore request your Board's approval for the following:

- A.) Establishment of **Capital Project H-493 – Emergency Services – DHS Grant 2013 System Upgrades**, and
- B.) Funding for Capital Project H – 493 as follows:

H – 493 - State Aid.....\$ 180,000.

If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere
Director

Cc: Tom Keeler
Sheryl Brown
file

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

Anthony J. Picente, Jr.
County Executive

Date 11-1-13



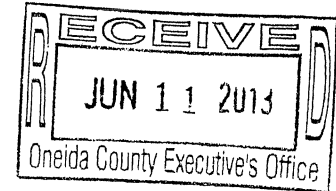
180K

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Commissioner

May 31, 2013



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

Dear Mr. Picente:

I am pleased to inform you that Oneida County is tentatively awarded \$240,000.00 under the FY2013 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, 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. This award is contingent upon the State's receiving the official grant award from FEMA. Federal guidelines require that 25 percent (\$60,000.00) of your total award be directed towards law enforcement terrorism prevention activities. These initiatives should be consistent with the efforts of your local Counter-Terrorism Zone.

This funding is provided to enhance preparedness in the Oneida County regional area. Your SHSP projects and initiatives must comply with Federal grant guidelines and support the New York State Homeland Security Strategy. Please refer to the enclosed FY2013 Program Guidance and Reporting Requirements along with the Application Worksheet for further details. Our grants program management office will work with your designated SHSP grant program points of contact to provide additional administrative guidance as needed.

I have identified the following State Priorities FY2013 SHSP: Building Sustainable Systems, Sustaining and Maintaining Useful Capabilities, Building and Sustaining Interoperable Communications Systems, Maintaining Core Planning and Response Capabilities, Developing Regional Capabilities and Focusing on Worst Case Planning. Specifics on each of these priority areas are contained in the Program Guidance accompanying this letter.

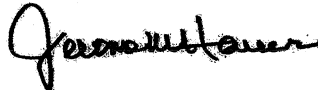
Communications plays a critical role in incident response. To emphasize the importance of interoperable communications, grant applications must clearly demonstrate you are investing to close gaps that may exist related to achieving the strategic goal of Federal, State, regional and local interoperability.

The purchase of vehicles, especially command vehicles, is strongly discouraged and applications will not be approved without very clear and convincing justification.

The performance period for FY2013 grant will be 24 months from the official grant award date (anticipated in September). Time extensions beyond this date are highly unlikely. In order for DHSES to provide these critical funds to you as quickly as possible **your application must be submitted to DHSES no later than June 24, 2013**. Failure to meet this deadline will result in the loss of funding. If you need assistance in completing your application, please contact DHSES' Contract Unit at: (866) 837-9133.

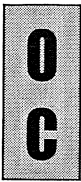
Thank you for your continued support of New York State's Homeland Security Program. DHSES remains committed to providing you with outstanding support in the administration of your homeland security initiatives. If you have any questions please feel free to contact me directly at (518) 242-5000.

Sincerely,



Jerome M. Hauer
Commissioner

Enclosures



FN 20 13-374



October 31, 2013
Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Oneida County has been notified of the successful proposal for a grant award for funding to support a new initiative by the NYS Office of Indigent Legal Services (OILS). This grant award is for the "Counsel at First Appearance Demonstration Grant." Funds will provide services through two Oneida County departments including the Public Defender-Criminal, and Public Defender-Civil.

This grant award is for a period of three years, beginning June 1, 2013 through May 31, 2016. Funding is \$185,858 for each of the three-years, with a total grant award of \$557,574. There are no County Match dollars required.

At this time, I respectfully request your approval of this award, and if you agree, please forward to the Board of Legislators for action at the next regularly scheduled meeting.

Thank you for your consideration.

Very truly yours,

Thomas B. Keeler
Budget Director

Encl.

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

Anthony J. Picente, Jr.
County Executive

Date 11/5/13

Oneida Co. Department: Budget

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NYS Office of Indigent Legal Services
State Capitol Building, Room 128
State Street
Albany, New York 12224

Title of Activity or Service: Indigent Defense Services

Proposed Dates of Operation: June 1, 2013 to May 31, 2016

Client Population/Number to be Served: Oneida County residents

Summary Statements

1) Narrative Description of Proposed Services

This three-year award is granted for support for a new program initiative entitled "Counsel at First Appearance Demonstration" in this state-mandated plan to provide legal representation for indigent parties.

2) Program/Service Objectives and Outcomes:

Funds will be distributed to the Public Defender offices (Criminal and Civil) to support staff and training.

3) Program Design and Staffing: N/A

Total Funding Requested: \$557,574.00 **Account #** AA1170, AA1173

Oneida County Dept. Funding Recommendation: \$557,574.00

Proposed Funding Sources (Federal \$/ State \$/County \$): Both State and County. The County was awarded the above state support for this new initiative through the award of a three-year demonstration grant. There is no match requirement.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services State Capitol Building, Room 128 State Street Albany, New York 12224</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C000330</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Distribution #3</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 Park Ave Utica, New York 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p>
<p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: June 1, 2013 To: May 31, 2016</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$538,146.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	---

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program-Specific Terms and Conditions
 A-2 Federally Funded Grants

- Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan

- Attachment D: Payment and Reporting Schedule

- Other:

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

CONTRACTOR:

Oneida County

By:

Anthony J. Picente, Jr.

Printed Name

Title: County Executive

Date: October 30, 2013

STATE AGENCY:

NYS Office of Indigent Legal Services

By:

William J. Leahy

Printed Name

Title: Director

Date:

STATE OF NEW YORK

County of Oneida

AMANDA DANIELS CARROLL
Commissioner of Deeds
City of Utica, New York
Commission Expires Dec. 31, 2014

On the 30 day of October, 2013, before me personally appeared Anthony J. Picente Jr., to me known, who being by me duly sworn, did depose and say that he/she resides at 800 Park Ave. Utica, N.Y. 13501, that he/she is the County Executive of the Oneida County, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title:

Title:

Date:

Date:

Contract Number: C000330

Page 1 of 1

Master Contract for Grants, Signature Page

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

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

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

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

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

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

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # C000330

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

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

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

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

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

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

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

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.
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include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

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

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. Cost Allocation:

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

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
State Capitol, Room 128
State Street
Albany, New York 12224

Notification to County:

Thomas B. Keeler
Budget Director
Oneida County
800 Park Avenue
Utica, New York 13501
(315) 798-5805
tkeeler@ocgov.net

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1
BUDGET
Office of Indigent Legal Services
Three-Year Distribution
COUNTY OF ONEIDA
June 1, 2013 - May 31, 2016
Total Contract Amount: \$538,146.00

	FTE	Year 1	Year 2	Year 3
Personnel				
> Promote Personnel to Chief Appellate Counsel	100%	\$1,000.00	\$1,030.00	\$1,061.00
> Assistant Public Defender III - Criminal (P36 Step 1)	100%	\$39,554.00	\$0.00	\$0.00
> Assistant Public Defender III - Criminal (P36 Step 2)	100%	\$0.00	\$19,777.00	\$0.00
> Assistant Public Defender II - Criminal (P41 Step 2) *	100%	\$0.00	\$28,486.00	\$0.00
> Assistant Public Defender II - Criminal (P41 Step 3) *	100%	\$0.00	\$0.00	\$58,767.00
> Assistant Public Defender III - Civil (P36 Step 1)	100%	\$39,554.00	\$0.00	\$0.00
> Assistant Public Defender III - Civil (P36 Step 2)	100%	\$0.00	\$19,777.00	\$0.00
> Assistant Public Defender II - Civil (P41 Step 2) *	100%	\$0.00	\$28,486.00	\$0.00
> Assistant Public Defender II - Civil (P41 Step 3) *				\$58,767.00
PERSONNEL SUBTOTAL		\$80,108.00	\$97,556.00	\$118,595.00
> Fringe Benefits @ 50.0%		\$40,054.00	\$0.00	\$0.00
> Fringe Benefits @ 50.0%		\$0.00	\$48,778.00	\$0.00
> Fringe Benefits @ 35.0%		\$0.00	\$0.00	\$41,508.00
TOTAL PERSONNEL		\$120,162.00	\$146,334.00	\$160,103.00
OTPS				
Education - Create a education/ CLE requirement for all Attorneys who participate in Oneida County Assigned Counsel Program (\$18,000 each year)				
Equipment, Desk, Computers, etc. (\$41,220 - Yr. 1, \$15,084 - Yr. 2, \$1,279 - Yr. 3)				
		\$59,220.00	\$33,048.00	\$19,279.00
TOTAL OTPS		\$59,220.00	\$33,048.00	\$19,279.00
TOTAL		\$179,382.00	\$179,382.00	\$179,382.00

*Note: Full Time Asst. Public Defender III gets salary increase after 18 months on the job and is promoted to Public Defender II as per "P" Scale contract.

ATTACHMENT C
OFFICE OF INDIGENT LEGAL SERVICES
THREE-YEAR DISTRIBUTION

COUNTY OF ONEIDA

JUNE 1, 2013 – MAY 31, 2016

Goal: To improve the quality of representation and services provided under Article 18-B of NYS County Law.

Task #1:

- To increase the staffing of the Public Defender's Office – Criminal Division, with one full-time Attorney and create the position of Chief Appellate Counsel. The new full-time Attorney will be used to replace the attorney previously assigned to do felony cases due to the large increase in caseloads. A new full-time Attorney will also be assigned to the Public Defender's Office – Civil Division. This will help to reduce the caseload per attorney in each department.

Performance Measure:

- Attorney caseloads should decrease as a result of being able to spread the work around to more attorneys.
- Clients will have better access to their attorney before the trial or hearing starts.
- The Courts will see greater availability of these public defenders, resulting in improved scheduling, flexibility and efficiency.

Program Location:

- Various offices of the Public Defenders, Correctional Facility/Jail settings and Courthouses throughout Oneida County.

Task #2:

- To create an education/ CLE requirement for all attorneys who participate in the Oneida County Assigned Counsel Program. There will be two academies for legal education, a) Criminal Law and b) Family Law. Each educational program will be offered twice a year on a schedule that will coincide with newly-sworn attorneys.
- Education opportunities will be supported by a two-tier program of mentoring for newly admitted and less experienced attorneys. Mentoring will be provided by more experienced, senior attorneys within the program.
- In addition, each education seminar will include a segment on acceptable methods for recording attorney time spent for case preparation, client meetings and court appearances.

They will also be given instruction on how to prepare their paperwork for payment of their service.

Performance Measure:

- The training will ensure clients will be getting well-trained attorneys that are better prepared in handling their cases.
- Court times will be reduced as a result of attorneys that are better prepared when appearing in court
- Cases will be concluded more efficiently, but with improved quality of services.
- Payments will be expedited due to the fact paperwork will not be returned due to being incomplete or completed wrong.

Program Location:

- Local College facilities (Mohawk Valley Community College, SUNY College of Technology, etc.)

Presenters:

- Local and state-wide experienced attorneys, judges and other professional staff members working in various capacities throughout the NYS Unified Court System.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

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

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

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

- 1st Quarter: June 1st – August 31st
- 2nd Quarter: September 1st – November 30th
- 3rd Quarter: December 1st – February 28th
- 4th Quarter: March 1st – May 31st

Monthly Reimbursement

Due Date: _____

- Biannual Reimbursement**
Due Date: _____
- Fee for Service Reimbursement**
Due Date: _____
- Rate Based Reimbursement**
Due Date: _____
- Fifth Quarter Reimbursement**
Due Date: _____
- Milestone/Performance Reimbursement**
Due Date: _____
- Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

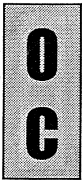
C. Other Reports

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

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE



FN 20 13-375

PUBLIC SAFETY

WAYS & MEANS



October 31, 2013
Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente:

Oneida County has been notified of the award of program funding to support the improved quality of representation and services from the NYS Office of Indigent Legal Services (OILS). This award is for the three-year distribution of funds for program support. Funds will provide services through three Oneida County departments including the Public Defender-Criminal, Public Defender-Civil, and the Supplemental Assigned Counsel Program.

This grant award is for a period of three years, beginning June 1, 2013 through May 31, 2016. Funding is \$179,382 for the three-year cycle, with a total grant award of \$538, 146. There are no County Match dollars required.

At this time, I respectfully request your approval of this grant, and if you agree, please forward to the Board of Legislators for action at the next regularly scheduled meeting.

Thank you for your consideration.

Very truly yours,

Thomas B. Keeler
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 11/5/13

Encl.

Oneida Co. Department: Budget

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NYS Office of Indigent Legal Services
State Capitol Building, Room 128
State Street
Albany, New York 12224

Title of Activity or Service: Indigent Defense Services

Proposed Dates of Operation: June 1, 2013 to May 31, 2016

Client Population/Number to be Served: Oneida County residents

Summary Statements

1) Narrative Description of Proposed Services

This three-year grant is allocated for support for services in this state-mandated plan to provide legal representation for indigent parties.

2) Program/Service Objectives and Outcomes:

Funds will be distributed to the Public Defender offices (Criminal and Civil) and to the Supplemental Assigned Counsel Program.

3) Program Design and Staffing: N/A

Total Funding Requested: \$538,146.00 **Account #** AA1170, AA1171, AA1173

Oneida County Dept. Funding Recommendation: \$538,146.00

Proposed Funding Sources (Federal \$/ State \$/County \$): Both State and County. The County receives the above state support for these mandated services through the award of three-year grants. County funds provide any additional operating expense

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services State Capitol Building, Room 128 State Street Albany, New York 12224</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C000430</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Counsel at First Appearance</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 Park Ave Utica, N.Y. 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p>
<p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: C000430

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: June 1, 2013 To: May 31, 2016</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$557,574.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

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

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program-Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan

- Attachment D: Payment and Reporting Schedule

- Other:

Contract Number: C000430

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

CONTRACTOR:

Oneida County

By: _____

Anthony J. Picente, Jr.

Printed Name

Title: County Executive

Date: October 31, 2013

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

William J. Leahy

Printed Name

Title: Director

Date: _____

STATE OF NEW YORK

County of Oneida

On the 31 day of October, 2013, before me personally appeared Anthony J. Picente Jr., to me known, who being by me duly sworn, did depose and say that he/she resides at 800 Park Ave Utica, N.Y. 13501, that he/she is the County Executive of the Oneida County, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: C000430

Page 1 of 1

Master Contract for Grants, Signature Page

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

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

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

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

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

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

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # C000430

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

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

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

(i) personal messenger service; or

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

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

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

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

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

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

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. Cost Allocation:

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

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

COUNSEL AT FIRST APPEARANCE GRANT

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
State Capitol Building, Room 128
State Street
Albany, New York 12224

Notification to County:

Thomas B. Keeler
Oneida County Budget Director
800 Park Avenue
Utica, New York 13501
(315) 798-5805
tkeeler@ocgov.net

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, or state funds, including any funds distributed by the Office of Indigent Legal Services, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

BUDGET

OFFICE OF INDIGENT LEGAL SERVICES

COUNSEL AT FIRST APPEARANCE

COUNTY OF ONEIDA

JUNE 1, 2013 - MAY 31, 2016

TOTAL CONTRACT AMOUNT: \$557,574.00

Item	Year One	Year Two	Year Three
Personnel:			
> Assistant Public Defender III (full-time)	\$46,572	\$23,959	\$0
> Assistant Public Defender II (full-time)*	\$0	\$28,486	\$58,767
> Assistant Public Defender II (part-time)	\$28,800	\$29,791	\$30,832
> Confidential Investigator	\$29,079	\$30,251	\$31,343
Subtotal Personnel	\$104,451	\$112,487	\$120,942
Fringe Benefits (49.74%/49.74%/49.74%)	\$51,954	\$55,951	\$60,157
Personnel Total	\$156,405	\$168,437	\$181,099
Consulted/Contracted:			
> Interpreter Services	\$10,000	\$10,500	\$4,759
Consulted/Contracted Subtotal	\$10,000	\$10,500	\$4,759
OTPS:			
> Technology and Equipment (3 iPads, 3 iPhones)	\$3,090	\$0	\$3,862
> Monthly maintenance on (3) iPads (\$37.50/month per phone)	\$1,350	\$1,418	\$1,488
> Monthly maintenance on (3) iPhones	\$1,800	\$1,890	\$1,985
> Miscellaneous (supplies, education, training)	\$13,213	\$3,613	\$0
OTPS Subtotal	\$19,453	\$6,921	\$0
TOTAL	\$185,858	\$185,858	\$185,858

***Note: Full Time Asst. Public Defender III gets significant raise after 18 months on the job and is promoted Public Defender II per the "P" Scale contract.**

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

**COUNSEL AT FIRST APPEARANCE
JUNE 1, 2013 – MAY 31, 2016**

COUNTY OF ONEIDA

Goal: To make demonstrable and measurable improvements in the delivery of indigent defense services to eligible persons at a defendant's first appearance before a judge.

Task #1

To create a special Counsel at First Appearance Section of the Oneida County Public Defender, Criminal Division to provide counsel at the arraignment of arrestees after regular court hours and on weekends, primarily to Utica City Court and secondarily to other targeted courts.

Performance Measures:

- Number of clients who receive legal representation at first court appearance.
- Increase in quality of representation provided to clients.

Program Location:

- Utica City Court and additional targeted courts in Oneida County

Task #2

Hire two (2) full-time Assistant Public Defenders to provide counsel at first appearance during after-hours and weekend shifts, and one regular week day in court, thus decreasing the amount of time clients are without representation.

Performance Measures:

- Number of clients who receive legal representation at first court appearance.
- Increase in quality of representation provided to clients.

Program Location:

- Utica City Court

Task #3

Hire investigator to assist in the defense of cases, such as: (1) conducting jail interviews with clients arraigned after hours and weekends in Utica City Court; (2) conducting jail interviews with clients assigned from other courts where the client was arraigned without counsel; and, (3) providing assistance to the assistant public defenders assigned to the Criminal Term of Utica City Court.

Performance Measures:

- Number of cases in which an investigator or expert witness was hired.
- Impact on outcome of cases where an investigator was hired

Program Location:

- Oneida County Office of the Public Defender

Task #4

Provide vertical representation to clients from appointment through final resolution of case.

Performance Measures:

- Number of cases in which client has same attorney from appointment until conclusion of the case.

Program Location:

- Oneida County Office of the Public Defender

Task #5

Provide funding for interpreters services to provide translation services for attorney interviews and provide general support that will expedite the information gathering process.

Performance Measures:

- Increase in quality and timeliness of representation provided to clients.

Program Location:

- Oneida County Office of the Public Defender

Task #6

Collect and report data annually, in written form, to measure the impact of the Counsel at First Appearance project and analyze and evaluate project outcomes.

Performance Measures

- (1) The number of cases in which counsel was provided at first appearance, where counsel would not have been provided prior to the implementation of the project;
- (2) Out of the cases counted under item (1), the number of cases where the client (i) was granted bail; (ii) posted bail; (iii) was released under the supervision of the pre-trial services agency; or (iv) was released under their own recognizance.
- (3) For all cases counted under item (1), report the average length of time between the first appearance and (i) the next scheduled court appearance, and (ii) the disposition of the case by the court. (For disposition data, exclude cases where representation was discontinued prior to the final disposition of the case due to discovery of a conflict, client retaining counsel, or some other reason);
- (4) For all cases where the client posted bail (counted under item 2.ii), report the average length of time between arrest and release from jail. If the client is released from jail and is subsequently returned, e.g., for violating terms of release, use only the date of his or her initial release from jail.
- (5) Using available data, provide comparison data on items listed in Performance Measures 2, 3 and 4 above for a suitable sample of comparison cases where counsel at first appearance was not provided.
- (6) Preserve all raw data used to generate the statistics in Performance Measures 2, 3, 4 and 5, including any other information routinely recorded on each case, for possible future research use.

ILS staff are available to assist counties on how best to comply with these Performance Measures.

Program Location:

- Oneida County Office of the Public Defender

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

COUNSEL AT FIRST APPEARANCE GRANT

I. PAYMENT PROVISIONS

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

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

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

- 1st Quarter: June 1st – August 31st
- 2nd Quarter: September 1st – November 30th
- 3rd Quarter: December 1st – February 28th
- 4th Quarter: March 1st – May 31st

- Monthly Reimbursement**
Due Date: _____
- Biannual Reimbursement**
Due Date: _____
- Fee for Service Reimbursement**
Due Date: _____
- Rate Based Reimbursement**
Due Date: _____
- Fifth Quarter Reimbursement**
Due Date: _____
- Milestone/Performance Reimbursement**
Due Date: _____
- Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
<p align="center">#1</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">First year of grant</p> <p><i>(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)</i></p>	<p align="center">90 days following end of first year</p>
<p align="center">#2</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Second year of grant</p> <p><i>(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)</i></p>	<p align="center">90 days following end of second year</p>
<p align="center">#3</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Third year of grant</p> <p><i>(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)</i></p>	<p align="center">90 days following end of third year</p>

PUBLIC DEFENDER

Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL

Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL

Patrick J. Marthage, Esq.

Jennifer M. Compo, Paralegal

PAROLE REVOCATION SECTION

James F. Kehoe, Esq.

Karrie L. Livingston, Sr. Office Specialist

INVESTIGATORS

*James J. Laribee
Chief Investigator*

Christian M. Nebush, Investigator

Nicholas J. LaBella, Special Investigator

CONFIDENTIAL SECRETARY

Patricia A. Potter

Oneida County Public Defender

Criminal Division

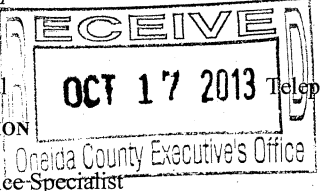
250 Boehlert Center at Union Station

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
Rome, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

FN 20 13 - 376

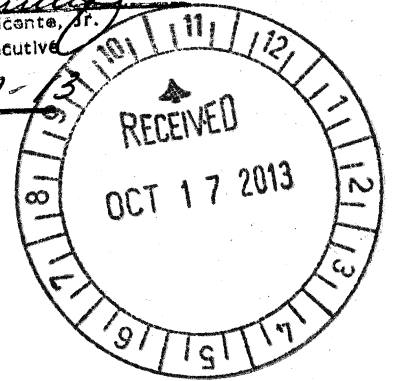
PUBLIC SAFETY

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

WAYS & MEANS

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

Date 10-17-13



October 15, 2013

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

Re: Request for Supplemental Appropriation
Indigent Parolee Program (Unanticipated Revenue)
From: Account 3021.01, Indigent Parolee Program - \$5,320
To: Account 1170.212, Computer Hardware - \$5,320

Dear Mr. Picente:

This year my office received unanticipated revenue in the amount of \$6,792 from the State of New York for partial reimbursement for the representation of persons accused of parole violations and for representing parolees who are appealing decisions of the Parole Board. These funds were placed in a new office account 3021.01 entitled State Aid- Indigent Parolees-PD Criminal. I am requesting that a portion of these funds be transferred to purchase a high speed flatbed scanner.

We have been informed by the Fifth Judicial District Grievance Committee that we are required to provide original copies of client files to the client upon request. We are also required to keep copies of files under New York State's Retention and Disposition Schedule and for professional liability reasons. Since the ruling, we have received numerous requests from clients for their files. Many of these case files are voluminous and are not only expensive to copy but the copying itself is labor intensive and time consuming. However, we have found that scanning these files into our network database and actually providing the physical file to the client dramatically reduces our need for storage space to house these files.

Many of these files contain not only documents, but photographs, maps and other materials our current printer/scanners are either not capable of scanning or very difficult to scan. In searching for a scanner that would drastically reduce the amount of time and expense of copying these files, we identified a scanner that will meet these criteria. We presently have sufficient revenue provided by the state for our representation of indigent

VIOLENT CRIMES SECTION
First Assistant Public Defenders
David A. Cooke, Esq.
Luke A. Nebush, Esq.
Adam P. Tyksinski, Esq.
MAJOR CRIMES SECTION
First Assistant Public Defender
Tina L. Hartwell, Esq.
Assistant Public Defenders
Elizabeth M. Cesari, Esq.
JoAnna R. Feiner, Esq.
Sarah A. Mietz, Esq.
Cory A. Zennamo, Esq.
CITY COURTS SECTION
First Assistant Public Defender
David L. Arthur, Esq. - Rome
Assistant Public Defenders
James P. Godemann, Esq. - Utica
Jonathan B. Stroble, Esq. - Utica
Benjamin D. Agata, Esq. - Utica
Doreen M. St. Thomas, Esq.

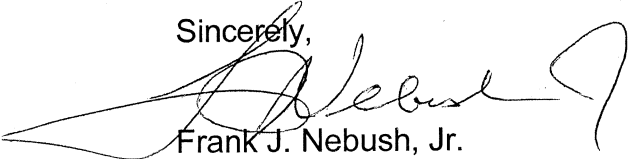
parolees to purchase this scanner and request approval for the transfer of some of these funds to cover this acquisition.

I therefore request your Board approve the following **2013** supplemental appropriation:

From: Account 3021.01, Indigent Parolee Program - \$5,320

To: Account 1170.212, Computer Hardware - \$5,320

Sincerely,



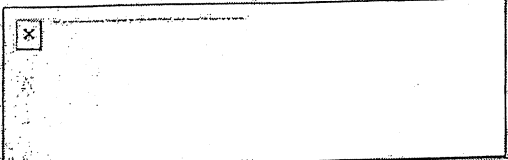
Frank J. Nebush, Jr.
*Oneida County Public Defender
Criminal Division*

FJN/kl

cc: Comptroller
Budget Director

Hartman, Anne

From: Jesse Abreu <Jesse.Abreu@tigerdirect.com>
Sent: Thursday, October 03, 2013 2:51 PM
To: Donato, Petrea
Cc: Hartman, Anne; Jesse.Abreu@tigerdirect.com
Subject: Your TigerDirect Quote# J5319919



Quote No. J5319919
Expires: 10/4/2013 12:00:00 AM

Bill To:
PETREA DONATO
ONEIDA COUNTY
6000 AIRPORT RD
ACCOUNTS PAYABLE
ORISKANY, NY 13424
3157652350

Ship To:
ONEIDA COUNTY CENTRAL SERVICE
PENDING PO INSTRUCTIONS

UTICA, NY 13501
3157985923

Dear PETREA DONATO,

This email contains your quote summary. Should you have any additional questions or wish to complete your order, please feel free to call us at 8663110290. Please refer to quote number J5319919 when contacting us for assistance.

Regards,

Jesse Abreu
8663110290
3054154387
Jesse.Abreu@tigerdirect.com
TigerDirect.com
Business To Business

SKU	Manuf Part No	SKU Description	Unit Price	Qty	Total
YYT1-10447095	1055755	Kodak Truper 3610 Sheetfed Scanner	\$ 5,600.00	1	\$5,600.00

Purchase Order:

Shipping Method: Ground (2 to 6 days)
Total for all Items: \$ 5,600.00
Shipping & Handling: \$ 29.81
Sales Tax: \$ 0.00

Quote Total: \$ 5,629.81

Lease Payments as low as \$155.18/mo. [**Click here for details or contact your account manager.](#)

Payment Method:



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DSTK358	0658272	10/3/2013

BILL TO:
 COUNTY OF ONEIDA
 800 PARK AVE
 CENTRAL SERVICES - A/P

Accounts Payable
 UTICA, NY 13501-2939

Customer Phone #315.798.5883

SHIP TO:
 COUNTY OF ONEIDA
 Attention To: ANN HARTMAN
 800 PARK AVE
 CENTRAL SERVICES - A/P

UTICA, NY 13501-2939
 Contact: ANN HARTMAN 315.798.5822

Customer P.O. # KODAK 3610 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
VICTORIA PALMIERI 866.795.3449		UPS Ground (2-3 Day)	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2025664	KODAK 3610 TRUPER SCANNER 90PPM Mfg#: 1055755 Contract: CDW-G Quote	5,315.92	5,315.92
SUBTOTAL				5,315.92
FREIGHT				0.00
TAX				0.00
TOTAL				5,315.92

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.990.8169

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Here is the quote you requested.

Please let me know if there is anything else that I can assist you with.

Thank you for choosing SHI and have a great day!

Aliza



Pricing Proposal

Quotation #:	7147255
Description:	Kodak
Created On:	Oct-09-2013
Valid Until:	Nov-02-2013

COUNTY OF ONEIDA

Anne Hartman
800 Park Avenue
Utica, NY 13501
United States
Phone: (315) 798-5822
Fax:
Email: ahartman@ocgov.net

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Kodak Truper 3610 - Document scanner - 297 x 432 mm - 600 dpi x 600 dpi - up to 90 ppm (mono) / up to 90 ppm (color) - ADF (200 sheets) - up to 15000 scans per day - USB 2.0 Kodak - Part#: 1055755	1	\$5,462.53	\$5,462.53
		Total	\$5,462.53

Additional Comments

Please include end-user name, telephone number and e-mail address on all orders.

Fed ID# 22-3009648

There is no shipping charge for these items.

Retrieve your quote:

<https://www.shi.com/Quotes/Quoteinfo.aspx>

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

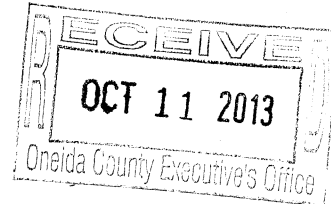
Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

October 9, 2013

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

FN 20 13-377



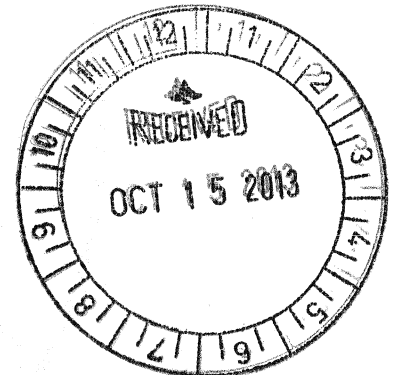
PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2013 transfer of funds of \$9,320 to cover the cost of a contract for the fire alarm system in the correctional facility. I am requesting this transfer of funds from the Board of Legislators to cover the costs for the remainder of 2013.

<u>Transfer from Expense Account</u>	<u>Amount</u>
A3151.414 Utilities	\$9,320.00
<u>Transfer to Expense Account</u>	<u>Amount</u>
A3151.493 Maintenance, Repair & Service Contracts	\$9,320.00



If I can be of further assistance, please feel free to contact me. Thank you for your cooperation.

Sincerely,

Robert M. Maciol,
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 10/15/13

Cc: Tom Keeler, Budget Director

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

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

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

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



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

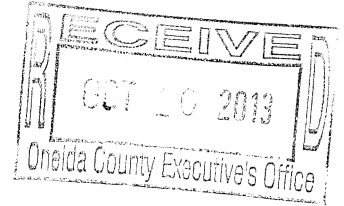
Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

October 1, 2013

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

FN 20 13-378



PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like request a supplemental appropriation for the use of forfeiture funds. These funds are received when assets are acquired as part of a law enforcement seizure. These funds are placed in a restrictive account (A889-889/8) with sufficient funds available in the account. Within the limitations set for the use of these funds, I am requesting that money be transferred to our vehicle expense account to purchase two used vehicles for our Criminal Investigation Unit.

I am respectfully requesting the following 2013 supplemental appropriation:

Increase:	A3120.295	Other Equipment	\$10,000.00
Decrease:	A889-889/8	Sheriff's Forfeiture Restricted	\$10,000.00

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

Sincerely,

Robert M. Maciol, Sheriff

Cc: Tom Keeler, Budget Director
Sheryl Brown, Audit and Control

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

Anthony J. Picente, Jr.
County Executive

Date 10/10/13





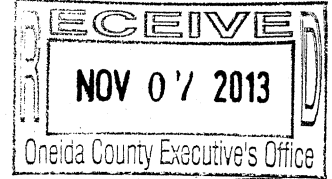
Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

November 6, 2013

FN 20 13-379



PUBLIC SAFETY

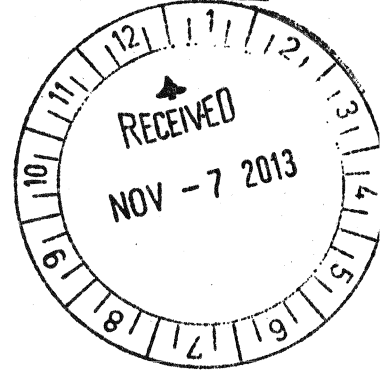
WAYS & MEANS

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

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

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

Date 11/7/13



Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP) for FY 2013. See the attached awards announcement. The County has a contract with Justice Benefits, Inc. to prepare the application for inmates meeting certain criteria that must be retrieved from our inmate database and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose. The FY 2013 grant funds will be used to upgrade security equipment in the jail.

The FY 2013 grant award is \$23,614. Justice Services Inc. is entitled to a commission of 22% of the award. The remaining funds will be used to upgrade security equipment in the jail.

The Supplemental Appropriation request is as follows:

Increase:	A3110.1951	Fees/Service	\$5,195.00
	A3151.493	Maintenance, Repair & Service Contracts	\$18,419.00

These supplemental appropriations will be fully supported by revenue currently held in:

Increase:	A4250	Federal Aid-Alien Assistance	\$23,614.00
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Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director

Administrative Office

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

Law Enforcement Division

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

Correction Division

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

Civil Division

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



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

October 9, 2013

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

FN 20 13-380



PUBLIC SAFETY

WAYS & MEANS

Dear Honorable Members:

During the Capital Project meetings the Sheriff made a presentation for a critical piece of equipment which will be very beneficial for his operation. The presentation concerned a Mobile Command Center. At this time the Sheriff's Office does not possess or have access to an all-inclusive mobile command unit. A Mobile Command Unit will provide a vast amount of resources within its contained features including satellite and cellular modem service, interactive monitor systems, multimedia equipment, generator, emergency lighting and many other tools. This unit can be used to establish a mobile or on site command operations center for natural disasters, large scale crime scenes, public events, etc.


The Sheriff pulled the capital project when it was learned funding could come from another source instead of bonding. The Sheriff was able to close some old capital projects which had some funds left over which could be used to help pay for the debt service.

I therefore request your Board approval for the following **2013** fund transfer:

TO:		
AA# A3110.2512	Sheriff Administration - Auto Equipment	\$395,000.
FROM:		
AA# A9902.9	Transfer to Debt Service	\$395,000.
TO:		
RA# V2835	Transfer from Capital.....	\$395,000.
FROM:		
RA# V5031	Transfer From General Fund.....	\$395,000.

I also respectfully request the full Board act on this legislation at their **November 13, 2013** meeting.

Respectfully submitted,


Anthony J. Picente, Jr.
County Executive



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

October 14, 2013

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

FN 20 13 - 387

PUBLIC SAFETY



WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval for the renewal of the Central New York Psychiatric Center contract with Cayuga County.

The Sheriff's Office has previously contracted with Cayuga County to offer its inmates security services during the time that Cayuga County inmates undergo psychiatric care at the Central New York Psychiatric Center, located in Marcy, New York. This agreement has been, and will continue to be, an important source of revenue for the Sheriff's Office.

Consequently, the Sheriff's Office is currently seeking to renew this agreement with Cayuga County, which would commence on January 1, 2014, and expire on December 31, 2016. The aforementioned county agrees to pay the Sheriff's Office \$165.00 per inmate, per day, for the security services rendered by the Sheriff's Office.

At this time I ask that this Agreement be used as a template Agreement for the counties listed on the attachment to this letter. **This Agreement requires Board approval at the Board's next meeting date.**

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

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date

11/1/13

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

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Fax (315) 798-6495



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

Below is the list of 43 Counties that have been sent Agreements to contract with Oneida County for the CNY Psychiatric Center:

Albany
Allegany
Broome
Cattaraugus
Cayuga
Clinton
Columbia
Cortland
Delaware
Dutchess
Essex
Franklin
Fulton
Greene
Hamilton
Herkimer
Jefferson
Lewis
Livingston
Madison
Monroe
Montgomery

Onondaga
Ontario
Oswego
Otsego
Putnam
Rensselaer
Rockland
Saratoga
Schenectady
Schoharie
Schuyler
Seneca
St. Lawrence
Sullivan
Ulster
Warren
Washington
Wayne
Westchester
Wyoming
Yates

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Oneida County Department/Office: Sheriff's Office

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office

Providing Service to: Cayuga County Sheriff's Office (Cayuga County)

Title of Activity or Service: Security Services at the CNY Psychiatric Center

Proposed Dates of Operation: January 1, 2014 – December 31, 2016

Client Population/Number to be Served: For inmates who are in need of psychiatric care and meet Section 508 of Correction Law criteria

Summary Statements

1) Narrative Description of Proposed Services: Oneida County Sheriff's Office provision of security services at the CNY Psychiatric Center

2) Program/Service Objectives and Outcomes: Guarding contracted county's inmates as they obtain psychiatric care and treatment at the CNY Psychiatric Center

3) Program Design and Staffing: 24-7 security coverage of contracted county's inmates at the CNY Psychiatric Center

Total Funding Requested: None

Account #: A2270 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: \$165.00 per day/per inmate (revenue)

Past Performance Data: N/A

Oneida County Department/Office Staff Comments: Revenue helps to offset expenses incurred by the correctional facility

Security: Central New York Psychiatric Center

AGREEMENT

THIS AGREEMENT, made the first day of January, 2014, by and between the County of Oneida, a municipal corporation of the State of New York, with offices at 6075 Judd Road, Oriskany, New York 13424, hereinafter called "ONEIDA", through the offices of the Oneida County Sheriff, hereinafter called "SHERIFF" and the County of Cayuga a municipal corporation of the State of New York with offices at 7445 County House Road, Auburn, NY 13021-8291 hereinafter called "CONTRACT COUNTY"

WITNESSETH

WHEREAS, the Central New York Psychiatric Center Forensic Unit provides services at the Central New York Psychiatric Center, located at PO Box 300, 9005 Old River Road, Marcy, NY 13403; and

WHEREAS, said Forensic Unit has the capability of providing services for the Sheriff's Departments of surrounding counties which may have inadequate facilities for treating mentally ill inmates; and

WHEREAS, such Forensic Unit is located in Oneida County and the Contract County has the need from time to time to have prisoners treated at the Central New York Psychiatric Center; and

WHEREAS, the Oneida County Sheriff is able to provide security services at the Central New York Psychiatric Center Forensic Unit; and

WHEREAS, the New York State Correction Law provides for the designation of substitute jails, and for the removal of prisoners from a jail to appropriate facilities for care and treatment; and

WHEREAS, the parties hereto wish to confirm their understanding and make an agreement pursuant to Section 508 of the Correction Law for security at the Central New York Psychiatric Center in Marcy, New York for Contract County's inmates who are in need of psychiatric care; and

WHEREAS, the parties acknowledge that the Central New York Psychiatric Center provides in-patient services to Contract County's inmates who meet the criteria of Section 508 of the New York State Correction law conditioned upon available bed space and the recommendations of the examining psychiatrist at the Central New York Psychiatric Center.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Contract County agrees to obtain and complete all applications and certificates required by Section 508 of the New York State Correction Law for the removal of its inmates to a Psychiatric

Hospital for the provision of mental health treatment. Upon completion of all required paperwork, the Contract County shall call the Oneida County Sheriff's Office during the business day to confirm availability of bed space. Contract County shall give as much information as possible concerning the potential admission. The psychiatrist at Central New York Psychiatric Center shall make the final decision as to whether to admit the Contract County's inmate to the facility.

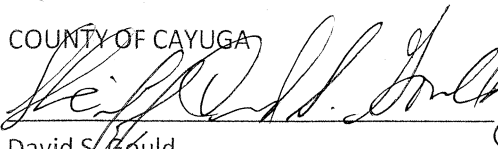
2. The Contract County agrees to apply for and obtain, pursuant to Section 504 of the New York State Correction Law, any and all orders from the New York State Commission of Corrections deemed necessary in order to designate the Oneida County Correctional Facility as a substitute jail for the confinement of the Contract County's inmates who are in need of the forensic services provided for at the Central New York Psychiatric Center Forensic Unit.
3. The Contract County agrees that in the event an inmate is transferred to the custody of the Oneida County Sheriff's Office and is thereafter admitted for treatment at the Central New York Psychiatric Center Forensic Unit, the Contract County will assume responsibility to:
 - a. Notify the Director of Community Services at the Central New York Psychiatric Center. Notify the inmate's attorney. Notify the inmate's family in the event that information on the family is available.
 - b. Transport the inmate to the Central New York Psychiatric Center Forensic Unit.
 - c. Retain custody of the inmate until a body receipt is obtained from an Oneida County Sheriff's Correction Officer on duty at the Forensic Unit.
 - d. Complete and deliver to the Forensic Unit with the inmate, all appropriate admission papers and other information relative to the inmate's psychiatric condition. Failure to ensure correctly completed papers will result in an inability to admit the inmate.
 - e. Transport the inmate to and from any location outside Oneida County.
 - f. Transport the inmate from the Central New York Psychiatric Center Forensic Unit back to the Contract County in the event that the inmate is discharged, released from custody by means of posting bail, being adjudicated or being dismissed of all criminal charges.
4. Oneida County agrees to provide a Correction Officer at the Central New York Psychiatric Center Forensic Unit to guard said inmate(s) at all times after their admission into the Forensic Unit. The Contract County agrees to pay to Oneida the sum of One Hundred Sixty Five Dollars (\$165.00) per day, per inmate, for such security services.

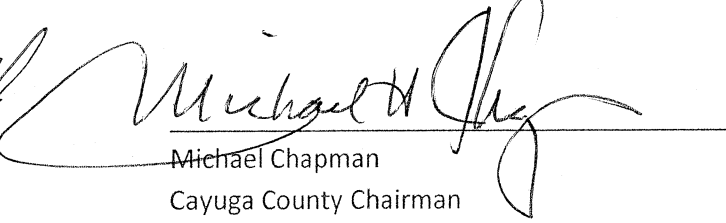
5. Oneida County agrees to provide transportation for all inmates in need of medical care to and from local medical providers and hospitals only. If an inmate committed to the Central New York Psychiatric Center Forensic Unit is subsequently treated by a medical provider, or admitted to a hospital, the Contract County shall pay for all medical expenses incurred. Within 48 hours of admission, the Contract County shall either assume custody of their inmate at the hospital or arrange for transfer of the inmate/patient to a hospital in the Contract County. In the event that an inmate is admitted to a hospital as an inpatient, said fee of \$165.00 per day shall be waived and Oneida County shall charge the Contract County the actual costs of transporting and guarding the inmate for up to 48 hours.
6. Such inmates shall be treated and housed at the Central New York Psychiatric Center Forensic Unit in Marcy, New York until such time as the Central New York Psychiatric Center's Director shall discharge said inmates in accordance with the provisions of Section 508 of the New York State Correction Law. All costs for the care and treatment of said inmates shall be defrayed in accordance with the applicable provisions of the Mental Hygiene Law and shall be the responsibility of either the Contract County of the State of New York.
7. Parties hereto agree the term of this Agreement shall be for three (3) years commencing on January 1, 2014 until December 31, 2016. Oneida County or the Contract County may cancel this agreement, with or without cause, by giving the other party a thirty (30) day written notice of its intent to terminate.
8. The Contract County's Sheriff further covenants and agrees to hold harmless and indemnify the Oneida County Sheriff from and against any and all costs, expenses, damages and claims that may arise from the performance of this agreement. This is including, but not limited to personal injury, death and property damages, including those which are occasioned by the conduct of said transferred inmates, except that the Contract County Sheriff shall not be liable for any claims, costs, expenses and damages arising out of, or attributable to, negligence on the part of the Oneida County Sheriff or his/her Correction Officers, police officers and employees, except as set forth herein.
9. The Contract County's Sheriff agrees to reimburse the Oneida County Sheriff, or any claims paid to others by the Oneida County Sheriff, for personal injury, property damage and/or death provided that no such claim shall be paid by the Oneida County Sheriff without the prior written consent of the Sheriff of the Contract County.

10. Attached hereto and made a part hereof is an Addendum which contains standard language for all Contracts of Oneida County.

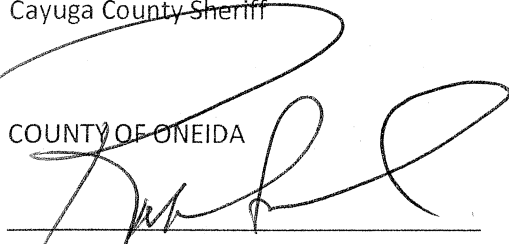
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

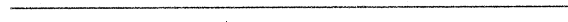
COUNTY OF CAYUGA


David S. Gould
Cayuga County Sheriff


Michael Chapman
Cayuga County Chairman

COUNTY OF ONEIDA

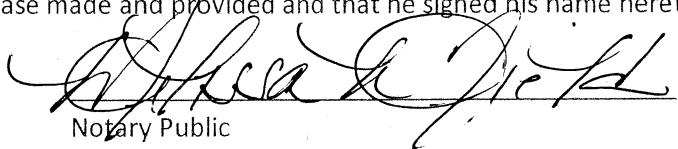

Robert M. Maciol
Oneida County Sheriff


Anthony J. Picente, Jr.
Oneida County Executive

STATE OF NEW YORK

COUNTY OF CAYUGA


On this 9th day of October, 2013, before me, the subscriber, personally came David S. Gould, to me known, who being by me duly sworn, did depose and say that he resides in Cayuga County New York; that he is the SHERIFF of the Contract County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.


Notary Public

STATE OF NEW YORK

COUNTY OF CAYUGA

On this 9th day of October, 2013, before me, the subscriber, personally came Michael Chapman, to me known, who being by me duly sworn, did depose and say that he resides in Cayuga County New York; that he is the Chairman of the Contract County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that she signed her name hereto by virtue of such authority.


Notary Public

MELISSA L. FIELD
Notary Public, State of New York
No. 01FI6073454
Qualified in Cayuga County
Commission Expires April 22, 2014

STATE OF NEW YORK
COUNTY OF ONEIDA

On this 17th day of OCTOBER, 2013, before me, the subscriber, personally came Robert M. Maciol, to me known, who being by me duly sworn, did depose and say that he resides in Oneida County New York; that he is the SHERIFF of Oneida County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.


Notary Public

SUSAN M. GODING
Notary Public, State of New York
Reg. #01GO6053603
Qualified in Oneida County
My Commission Expires Jan. 16, 2015

STATE OF NEW YORK
COUNTY OF ONEIDA

On this ____ day of _____, 2013, before me, the subscriber, personally came Anthony J. Picente, Jr., to me known, who being by me duly sworn, did depose and say that he resides in Oneida County New York; that he is the County Executive of Oneida County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

Notary Public

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:

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

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

1. The dangers of drug abuse in the workplace;

2. The Contractor's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance program; and

4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
 Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or

received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York

State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be

disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other

contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

County of Oneida

By: _____

Oneida County Executive

Contractor

By: _____

Cayuga County Chairman

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

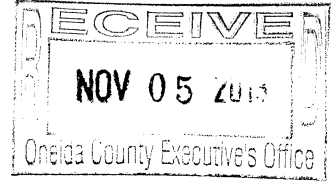
ADMINISTRATION

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

November 1, 2013

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

FN 20 13 - 383



HEALTH & HUMAN SERVICES

WAYS & MEANS

As you are aware, New York State Public Health Law requires County Health Departments to pay for post-exposure treatments for those services not covered by Third Party Insurance. The Health Department budgeted \$17,000 for these treatments in 2013. As of October 31st, over \$23,000 has been spent on rabies human post-exposure treatments.

This coupled with the installation of an unbudgeted security system will result in an anticipated deficit in A4018.495-Other Expenses.

We are, therefore, requesting the following transfer for the **2013** fiscal year:

From: A2970.495115 – EI Services	\$25,000
To: A4018.495 – Other Expenses	\$25,000

Please request the Board of Legislators to act upon the above-mentioned transfer.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

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

Anthony J. Picente, Jr.
County Executive

Date 11/5/13



cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



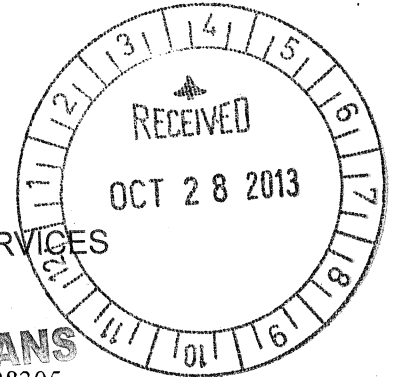
PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

October 14, 2013

FN 20 13-384



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: Immunization Action Plan C-028305
April 1, 2013 through March 31, 2018
April 1, 2013 through March 31, 2014

Attached are five (5) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Immunization Action Plan.

The goals of the Immunization Action Plan (IAP) are to increase childhood immunization rates to meet or exceed an 80% statewide immunization coverage level for 19 to 35 month children with 4 doses DTaP or DTP, 3 doses polio, 1 dose MMR, 3 doses Hib, and 3 doses hep B, 1 dose varicella and 4 doses pneumococcal vaccine (4:3:1:3:3:1:4) and series as a whole; increase adult immunization rates within five years, increase immunization rates (influenza and pneumococcal by 10% among New York State adult (aged 65 plus) as measured through the eBRFSS and increase the number of adult care providers that enter data on adult immunizations into NYSIIS; ensure that all vaccination records are completely and accurately entered into NYSIIS, increase education, information, training, partnerships, and eliminate perinatal hepatitis B.

This is the first year of a five year grant, April 1, 2013 through March 31, 2014, 100% funded reimbursement to Oneida County in the amount of \$117,439. This is not a program mandated by Public Health Law.

Please note New York State requests copies must be signed in black ink and signature dates must match the date of the notary.

If this grant meets with your approval, please forward to the Board of Legislators. The reason this agreement is being forwarded for signature after the commencement date is due to the late receipt of the grant from New York State. Feel free to contact my office should you require additional information.

Sincerely,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

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

Anthony J. Picente, Jr.
County Executive

attachments
ry

Date 10/28/13

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: _____

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Immunization
Room 649, Corning Tower, ESP
Albany, New York 12237-0627

VENDOR CONTACT PERSON: Jodi Schoen, Program Administrator

SUMMARY OF STATEMENTS: Goals of the Immunization Action Plan (IAP) are as follows: Increase childhood immunization rates to meet or exceed an 80% statewide immunization coverage level for 19 to 35 month old children with 4 doses DTaP or DTP, 3 doses polio, 1 dose MMR, 3 doses Hib, and 3 doses hep B, 1 dose varicella and 4 doses pneumococcal vaccine (4:3:1:3:3:1:4) and series as a whole; increase adult immunization rates within five years, increase immunization rates (influenza and pneumococcal) by 10% among New York State adult (aged 65 plus) as measured through the eBRFSS and increase the number of adult care providers that enter data on adult immunizations into NYSIIS; ensure that all vaccination records are completely and accurately entered into NYSIIS; increase education, information, training, and partnerships; eliminate perinatal hepatitis B.

DATES OF OPERATION: This is the first year of a five year grant. April 1, 2013 through March 31, 2014. (Five years: April 1, 2013 through March 31, 2018)

_____NEW X RENEWAL ___AMENDMENT ___APPLICATION

FUNDING SOURCE: 100% New York State grant funded \$117,439 for each grant year.

Expense Account: A4089

Revenue Account: A3408

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Department of Health Bureau of Immunization ESP – Corning Tower – RM 649 Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450255</p> <p>CONTRACT NUMBER: C-028305</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Department of Health</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Immunization Action Plan</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (If applicable): 075814186</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA Number (Federally Funded Grants Only):</p> <p>93.268</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health Adirondack Bank Building, 185 Genesee St. Utica, New York 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>800 Park Avenue Utica, NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code 300100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: C-028305

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 04/01/2013 To: 03/31/2018</p> <p>CURRENT CONTRACT PERIOD: From: 04/01/2013 To: 03/31/2018</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: 587,195</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMMENDED PERIOD	AMMENDED AMOUNT
1	4/1/13 – 3/31/14	\$117,439		
2	4/1/14 – 3/31/15	\$117,439		
3	4/1/15 – 3/31/16	\$117,439		
4	4/1/16 – 3/31/17	\$117,439		
5	4/1/17 – 3/31/18	\$117,439		

ATTACHMENT PART OF THIS AGREEMENT:

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

Contract Number: C-028305

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

CONTRACTOR:

Oneida County Department of Health
Adirondack Bank Building, 185 Genesee St.
Utica, New York 13501

By: _____

Anthony Jo Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

New York State Department of Health
Bureau of Immunization
ESP – Corning Tower – RM 649
Albany, NY 12237

By: _____

Bradely J. Hutton
Printed Name

Title: Director, CCH

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: C-028305

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

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

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

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

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

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

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # C-028305

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

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

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. **Renewal:**

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

(i) personal messenger service; or

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

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

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

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

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

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

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

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

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

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

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

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

E. Records and Audits:

1. General:

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

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. *Cost Allocation:*

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

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

Attachment A-1

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

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

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

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

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

- G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

- a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
- b) For a nonprofit organization other than
 - (i) an institution of higher education,
 - (ii) a hospital, or
 - (iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

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

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

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

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

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

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

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

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

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

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

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

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

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

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

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required: OR

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

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

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

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

R. The CONTRACTOR shall submit to the STATE (*quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

Bureau of Immunization
ESP Corning Tower – Rm. 649
Albany, NY 12237

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

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

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

of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Jodi Schoen

Title: Health Program Administrator

Address: Bureau of Immunization

Telephone Number: (518) 473 - 4437

Facsimile Number: (518) 474 - 1495

E-Mail Address: jes10@health.ny.gov

Oneida County Department of Health

Name: Patrice A. Bogan, MS, FNP

Title: Interim Public Health Director

Address: Adirondack Bank Building, 185 Genesee St.
Utica, New York 13501

Telephone Number: (315) 798 - 6400

Facsimile Number: (315) 798 - 6138

E-Mail Address: pbogan@ocgov.net

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

Attachment A-2

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS
Part A. AGENCY SPECIFIC CLAUSES

A. Federal Certifications: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

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

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

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
 - (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

- (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

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

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

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after

August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (iv) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- (vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- (viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (ix) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

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

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

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

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the

STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

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

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

Part B. Program Specific Federal Clauses

Attachment A-2 Part B intentionally omitted.

Attachment B

It is expected that the budget information will remain relatively constant for all subsequent years. Therefore, the contractor has submitted a projected budget and workplan for the first year of the five year contract.

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

PROJECT NAME: Immunization Action Plan
 CONTRACTOR SFS PAYEE NAME: Oneida County Department of Health
 CONTRACT PERIOD: From: April 01, 2013
 To: March 31, 2014

Position Title / Incumbent's Name	Annual Salary for This Position based on 100% time* (see note below)	% of Time Dedicated To IAP	Amount Requested from NYS Immunization Program
Data Processor: Christine Benson	\$26,625	65.00%	\$17,306
RN: Marina Kistner	\$44,438	65.00%	\$28,885
Health Educator: Jesse Orton	\$40,899	30.00%	\$12,270
RN: Elena Leshkevich	\$39,698	15.00%	\$5,955
RN: Valentina Osilovsky	\$33,935	5.00%	\$1,697
			\$0
			\$0
			\$0
			\$0
Total Salaries	\$185,595		\$66,113
Fringe Benefits		51.10%	\$33,784
Total PS			\$99,897
OTPS			TOTAL
Supplies			\$1,000
Travel			\$1,323
Equipment (Copier Lease at \$119.30 per month)			\$1,432
Contractual			\$11,837
Other (list categories and amounts ex.: Telephone, postage, etc.)			
Printing			\$850
Training			\$500
Advertisement			\$600
Total OTPS			\$17,542
GRAND TOTAL			\$117,439

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: 93.268

Contract Number #: C-028305

2013-2014 IMMUNIZATION ACTION PLAN CONTRACT

BUDGET JUSTIFICATION FORM

County Name: **Oneida County Department of Health**

Category	Budget Amount	Item & Justification
Personal Services		
Data Processor: Christine Benson	\$17,306	65% of salary for FTE Data Processing Clerk-NYSIIS Coordinator. Will conduct NYSIIS related activities and promote NYSIIS during AFIX visits. Will act as intake receptionist for immunization/flu clinics. Will provide clerical support to the outlined activities. Will be responsible for filing and storage of immunization records and for record checks.
RN: Marina Kistner	\$28,885	65% salary for registered nurse to perform the activities of the grant including: assist day care providers and school nurses on the ever changing immunization schedule and the interpretation of the child's immunization record. Accomplished through inservices, workshops, phone contacts and direct record reviews. Will assist with NYSIIS project in Oneida County. Will organize and administer immunizations at the OCHD Public Health Clinic and off site clinics in Oneida County. Will assist with AFIX visits and associated reporting. Coordinate Immunization Program related projects, including adult, minority population, and migrant immunizations; serve as educational resource to health care providers, staff and the community on immunization vaccines and related issues. Will perform activities to increase compliance with PHL 2164. Will coordinate with the OCHD Health Educator and Education Coordinator to promote immunizations and advertise clinics.
Health Educator: Jesse Orton	\$12,270	30% of salary for Public Health Educator. Will provide presentations related to immunizations at Health Fairs and Senior Centers. Will actively participate in promotion of immunization observances. Will be responsible for creation and implementation of VFC education and outreach plan. Will conduct activities to increase meningococcal vaccination among college students. Responsible for posting immunization information on LHD Facebook page.
RN: Elena Leshkevich	\$5,955	15% salary for registered nurse to perform AFIX visits and associated reporting.
RN: Valentina Osilovsky	\$1,697	5% salary for registered nurse to conduct activities which may increase childhood immunization rates for clients seen at LHD, i.e. utilizing NYSIIS reports and sending immunization reminder letters.
Fringe Benefits	\$33,784	Fringe Benefits

Personal Services \$99,897 Page Subtotal

Category	Budget Amount	Item & Justification
Other Than Personal Services		
Travel	\$1,323	Travel reimbursement cost for nurses and adjunct staff to travel entry, immunization billing, intake reception related programs
Contractual	\$11,837	Contractual clerical staff(1) 14 hrs./week @16.26 (2013) and @17.27(2014)to assist with reception at immunization clinics, data entry for NYSIIS, record searches and reporting
Training	\$500	Training and Special Schools; provides opportunity to send nursing staff to immunization training programs
Copier Lease	\$1,432	Copier Lease, \$357.90/Quarter- Used for form letter, immunization record copies, immunization billing
Supplies	\$1,000	Office and/or medical supplies used in the day to day function of administering the immunization program
Advertisement	\$600	Promotion of immunization observances
Printing	\$850	Printing of all related immunization materials (i.e. VIS sheets, flyers, brochures)
Total OTPS	\$17,542	
Total Personnel Services	\$99,897	
Grand Total	\$117,439	

Contract Number #: C-028305

Attachment C

**IMMUNIZATION ACTION PLAN
2013 – 2014 LHD WORK PLAN**

County: Oneida

Person completing the work plan: Sandra Pejic

E-mail address: spejic@ocgov.net

Instructions: Please provide a written narrative detailing the specific activities that will be completed each quarter to meet the required activities and achieve the IAP objectives.

GOAL 1: Increase Childhood Immunization Rates

NYS Objective: In accordance with Healthy People 2020, the New York State Bureau of Immunization seeks to meet or exceed a 80% statewide immunization coverage level for 19 – 35 month old children with 4 doses DTaP or DTP, 3 doses polio, 1 dose MMR, 3 doses Hib, and 3 doses hep B, 1 dose varicella and 4 doses pneumococcal vaccine (4:3:1:3:3:1:4) and series as a whole.

LHD Objective 1-A: Increase 4:3:1:3:3:1:4 childhood immunization rates in the county by 1 – 2 percentage points annually through a combination of AFIX visits and/or daycare/preschool audits.

1) Based on the following formula, determine the number of AFIX and/or daycare/preschool audits that will be completed for the 2013 – 2014 contract.

of providers x 25% = LHD target
8 # AFIX
2 # Daycare audits

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
1. Conduct AFIX visits in accordance with guidelines listed in Attachment 1.	OCHD LHD will conduct six AFIX visits this quarter which will include 2 high, 3 med, and 1 sm volume sites. Two Feedback sessions will take place - 2 high volume.	OCHD LHD will conduct three AFIX visits this quarter. Seven Feedback sessions will be conducted.	OCHD LHD will conduct one AFIX visit and one Feedback session this quarter.	OCHD LHD will conduct one AFIX visit and one Feedback session this quarter.
2. Conduct daycare or other pre-school audits in accordance with guidance listed in Attachment 1.	No activity	No activity	OCHD LHD will conduct one large daycare visit this quarter.	OCHD LHD will conduct one large daycare visit this quarter.
4. Any optional activities planned which may improve 4:3.1:3.3:1:4 coverage rates.	<p>Immunization flyer will be created which will include information on flu, Tdap and Hep B and immunization schedule for infants 0 – 6 years will be distributed to targeted programs (WIC, MOMS and MCH programs)</p> <p>LHD will maintain a reminder/recall system for children (under the age of 19 months and younger) and will send reminder letters to any patients that are due or delinquent for vaccinations. Activities will be reported quarterly.</p> <p>LHD will utilize Missing Immunizations Report and send reminder letters to any patients (ages 19 -35 months) that received vaccinations at LHD to complete vaccination series.</p> <p>Two mailings will take place during this quarter prior to LHD AFIX in September to establish lost to follow up.</p>	<p>LHD will collaborate with WIC nurse to review immunization screening process commonly used with WIC clients and to identify areas of potential improvement</p> <p>LHD will maintain a reminder/recall system for children (under the age of 19 months and younger) and will send reminder letters to any patients that are due or delinquent for vaccinations. Activities will be reported quarterly.</p> <p>LHD will utilize Missing Immunizations Report and send reminder letters to any patients (ages 19 -35 months) that received vaccinations at LHD to complete vaccination series.</p> <p>Final mailing will take place during this quarter prior to LHD AFIX in September to establish lost to follow up.</p>	<p>LHD will maintain a reminder/recall system for children (under the age of 19 months and younger) and will send reminder letters to any patients that are due or delinquent for vaccinations. Activities will be reported quarterly.</p> <p>LHD will utilize Missing Immunizations Report for LHD patients (19-35 months) and will send letter to patient for follow up vaccinations if needed.</p>	<p>LHD will maintain a reminder/recall system for children (under the age of 19 months and younger) and will send reminder letters to any patients that are due or delinquent for vaccinations. Activities will be reported quarterly.</p> <p>LHD will utilize Missing Immunizations Report for LHD patients (19-35 months) and will send letter to patient for follow up vaccinations if needed.</p>

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
4. Any optional activities planned which may improve 4:3:1:3:3:1:4 coverage rates. Continued	<p>LHD continues to provide the current immunization schedule which is mailed to new parents along with birth certificates. When annual updated CDC Immunization Schedule is released, LHD Health Educator prints new schedule and includes LHD information and contacts, prints and sends to Town of New Hartford and Rome city clerks. The document is sent to new parents along with their child's birth certificate.</p> <p>Immunization schedule for 0 – 6 yrs. will be distributed to new parents at community baby shower scheduled for June 18 at Faxon St. Lukes.</p> <p>LHD staff will attend June AFIX/COCASA/CONSORTIA meeting.</p>			

Personnel dedicated to this Goal:

Name	Title	Percent of Effort
Marina Kistner	RN	20%
Linda Kokozki	SPHN	In-kind
Rene Burgess	Sr. Administrative Assistant	In-kind
Sandra Pejic	IAP Coordinator	In-kind
Valentina Osilovsky	RN	5%
Elena Leshkevich	RN	10%
Krista Drake	Public Health Educator	In-kind
Christine Benson	Data Processor	20%

GOAL 2: Increase Adult Immunization Rates

NYS Objective: Within five years, increase immunization rates (influenza and pneumococcal) by 10% among NYS adult (aged 65+) as measured through the eBRFSS and increase the number of adult care providers that enter data on adult immunizations into NYSIIS.

LHD Objective 2-A: Increase county specific adult immunization rates (influenza and pneumococcal) by 10% within 5 years (2008 to 2013) as measured by the eBRFSS and increase the number of adult (aged 65+) care providers that enter data on adult immunizations into NYSIIS.

Work Plan Activities to meet this objective	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/ 2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
<p>1. During the first quarter of Year 1, document and report a baseline measure of:</p> <p>a. Community mobilization activities aimed at increasing adult immunization rates.</p> <p>b. Outreach activities through community partnerships.</p> <p>c. Publicly accessible adult vaccination sites.</p> <p>d. The number of adults from the targeted group currently being vaccinated as reported to NYSIIS, (if possible). Complete and Submit Attachment 5</p>	<p>2008 Baseline rate (eBRFSS) Influenza vaccination rates for adults 65+ = 69%</p> <p>2008 Baseline rate (eBRFSS) Pneumococcal vaccination rates for adults 65+ = 65%</p> <p>a. NIVAW promotion to include: *PSAs, *distribution of flu brochures (will monitor starting second quarter on), *promotion/supporting public flu clinics, *press releases and articles regarding flu prevention, and *email newsletter to healthcare providers and health department staff (approximately 500 individuals)</p> <p>b. Semi-annual Adult Immunization Alliance of the Mohawk Valley meetings (coalition of Oneida, Herkimer and Madison County LHDs)</p> <p>c. Adult vaccines (influenza, zostavax and pneumococcal) offered at 61 publicly assessable vaccine sites (drug stores, grocery stores, Passport Health). LHD offered adult vaccines at regularly scheduled immunization clinics – 36 clinics in Utica and 19 clinics in Rome. LHD offered only influenza vaccine during the months September to the end of January – 17 clinics in Utica and 7 clinics in Rome were held.</p>	<p>a. Schedule presentations at Senior Centers, Faith Based Groups (including Rome & Camden). Printed pneumonia & influenza information will be made available for distribution to the members of churches or senior groups. Article focusing on influenza or pneumococcal vaccine will be published in the OFA Primetime or Utica Senior publication. Distribute influenza & pneumonia information to several American Legion and VFW sites in Oneida County.</p> <p>b. Adult Immunization Alliance of the Mohawk Valley meeting will be held this quarter. Activities to promote influenza & pneumococcal vaccine & increase adult vaccination rate will be discussed. Health Educator will hold influenza and pneumonia presentations at Senior Centers. c. Geographical information obtained from HealthMap Vaccine Finder/Flu Finder website will be utilized to identify gaps in public immunization locations. LHD will use information to determine if additional services are needed in a location.</p>		

Work Plan Activities to meet this objective	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
<p>1. During the first quarter of Year 1, document and report a baseline measure of:</p> <ul style="list-style-type: none"> a. Community mobilization activities aimed at increasing adult immunization rates. b. Outreach activities through community partnerships. c. Publicly accessible adult vaccination sites. d. The number of adults from the targeted group currently being vaccinated as reported to NYSIIS, (if possible). Complete and Submit Attachment 5 Continued <p>2. Develop clearly detailed plans to increase the baseline measures outlined above during the 2nd half of Year 1, 2, and 3. Submit completed work plan by end of 1st quarter.</p>	<p>4/1/2013 – 6/30/2013</p> <p>d. Number generated from NYSIIS - 72</p> <p>No activity this quarter</p>	<p>7/1/2013 – 9/30/2013</p> <p>d. Reinforce benefits of flu & pneumonia vaccinations to providers via St. Elizabeth and Faxton/St. Luke's Medical Group Coordinators.</p> <p>No activity this quarter</p>	<p>10/1/2013 – 12/31/2013</p> <p>LHD will offer public flu clinics</p> <p>Schedule presentations at Senior Centers, Faith Based Groups (including Rome and Camden). Printed pneumonia and influenza information will be made available for distribution to the members, churches or senior groups.</p> <p>Articles focusing on influenza or pneumococcal vaccine will be published in the OFA Primetime or Utica Senior publication.</p> <p>Distribute influenza and pneumonia information to several American Legion and VFW sites in Oneida County.</p> <p>Health Educator will hold influenza and pneumonia presentations at Senior Centers</p> <p>LHD will promote influenza vaccination utilizing billboard on state highway and PSA's.</p> <p>Influenza and pneumonia vaccine will be promoted on County website and Facebook page. HealthMap Vaccine Finder Link of publicly accessible adult vaccination sites will be posted on County website.</p> <p>No activity this quarter</p>	<p>1/1/2014 – 3/31/2014</p> <p>Flu and pneumonia information will be offered at Steuben Health Fair.</p> <p>LHD will offer public flu clinics</p>
<p>3. Any additional activities planned which may improve adult immunization rates.</p>	<p>No activity this quarter</p>	<p>No activity this quarter</p>	<p>No activity this quarter</p>	<p>No activity this quarter</p>

LHD Objective 2-B: Increase adult immunization rates among underserved, minority populations and high risk populations.

<p>Work Plan Activities to meet this objective. *Select one or a combination of the following strategies:</p>	<p>Quarter 1 4/1/2013 – 6/30/2013</p>	<p>Quarter 2 7/1/2013 – 9/30/2013</p>	<p>Quarter 3 10/1/2013 – 12/31/2013</p>	<p>Quarter 4 1/1/2014 – 3/31/2014</p>
<p>1. Collaborate with community partners working with underserved populations including but not limited to migrant and seasonal farm workers, by increasing awareness of or access to vaccination opportunities for such populations in your catchment area</p>	<p>Discuss with Mohawk Valley Resource Center for Refugees (MVRRCR) opportunities to reach out to minority population (newly arrived refugees) to increase awareness of or access to vaccination opportunities. LHD will collaborate with Cornell University to identify additional farms that employ migrants and/or seasonal farm workers in Oneida County. LHD will hold immunization clinic for migrant workers at Knoll Farm.</p>	<p>LHD will provide presentation(s) on recommended adult immunizations and will emphasize completing immunization series for newly arrived refugees during "Enhanced Cultural Orientation Meeting" at the MVRRCR. Refugees will be encouraged to bring immunization record for review by a nurse. A letter will be mailed to farm owners requesting the opportunity to meet with MSFWs to provide immunization information and vaccinations on site. LHD will hold immunization clinic for migrant workers at Knoll Farm.</p>	<p>LHD will provide presentation(s) on recommended adult immunizations and will emphasize completing immunization series for newly arrived refugees during "Enhanced Cultural Orientation Meeting" at the MVRRCR. Refugees will be encouraged to bring immunization record for review by a nurse. Flu/pneumonia clinic will be scheduled at MVRRCR during this quarter. LHD will hold immunization clinic for migrant workers at Knoll Farm.</p>	<p>LHD will provide presentation(s) on recommended adult immunizations and will emphasize completing immunization series for newly arrived refugees during "Enhanced Cultural Orientation Meeting" at the MVRRCR. Refugees will be encouraged to bring immunization record for review by a nurse.</p>
<p>2. Conduct activities to increase the likelihood seasonal influenza and meningococcal vaccines are administered to college students</p>	<p>LHD will attend SUNY IT Health Fair and offer influenza vaccine to college students.</p>	<p>Communicate (e-mail, mail, phone, person to person) with local colleges (MVCC, SUNY IT, Hamilton College, Utica-College, St E's College of Nursing) to identify process already in place and generate new strategies for promotion of influenza and meningitis vaccine for students (i.e. reminder emails and post messages on college Facebook page) LHD will send a letter from the Director of Health promoting meningitis vaccine to local colleges. LHD will hold meningitis vaccination clinic at MVCC.</p>	<p>Email reminders to college students & post influenza and meningitis reminder messages on college Facebook page. Hold flu clinic at MVCC IF the college is not able to provide influenza vaccine to students. LHD will promote meningitis vaccine at Utica College's Resource Fair for new students in July.</p>	<p>Email reminders to college students & post influenza reminder messages on college Facebook page.</p>

Work Plan Activities to meet this objective. *Select one or a combination of the following strategies:	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/ 2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
3. Increase activities designed to increase seasonal influenza vaccine rates among pregnant women by increasing opportunities for pregnant women in your county to be vaccinated through increased outreach, education and clinics or PODDs. Work with obstetrical providers to increase vaccination rates among pregnant women.		LHD will distribute CDC "Pregnant women and the Flu Shot" posters at WIC sites and OB offices. Perinatal Network will send LHD's influenza vaccination promotional message for pregnant women to their server list (i.e. Neighbor Center, Healthy Families, Catholic Charities) and will post message on their Facebook page. Flyers promoting influenza vaccination and including LHD immunization clinic schedule will be distributed to WIC clients. LHD will send OB providers a letter promoting seasonal influenza vaccination during pregnancy and include LHD 2013-2014 flu clinic schedule.	LHD will send OB providers a reminder letter which will include current flu activity in the County and will reinforce the need for pregnant women to get a seasonal influenza vaccination. PSA reinforcing importance of influenza vaccination among pregnant women will be aired. LHD Health Educator will conduct a flu presentation at Community Baby showers (Perinatal Network) in October and December.	
4. Increase doses of seasonal influenza vaccine administered among health care personnel through innovative strategies.	No activity	Reinforce the necessity for influenza vaccine among healthcare personnel during ICAMV (Infection Control Association of Mohawk Valley) meeting.	Letter to LHD employees from the Director – offer flu clinic to LHD employees. LHD offer influenza vaccine to employees at various LHD locations. PSA reinforcing importance of influenza vaccination among health care personnel.	LHD will send "It's Not Too Late" (to get the flu shot) message via newsletter to Infection Preventionists, Employee Health Offices, and local Colleges of Nursing.
5. Any alternative strategy appropriate towards increasing coverage rates (these alternative plans must have measurable outcomes and need to be vetted and approved with the Regional and Central Offices of the BI). Complete and submit Attachment 3.	No activity	No activity	No activity	No activity

Personnel dedicated to Goal 2:

Name	Title	Percent of Effort
Jesse Orton	Health Educator	10%
Marina Kistner	RN	5%
Linda Kokoszki	SPHN	In-kind
Susan Blatt	MD	In-kind
Ken Fanelli	Public Information Officer	In-kind

Name	Title	Percent of Effort
Rene Burgess	Sr. Administrative Assistant	In-kind
Sandra Pejic	IAP Coordinator	In-kind
Patrice Bogan	Interim Director of Health	In-kind
Ken Shilkret	Volunteer	In-kind

GOAL 3: Ensure that all vaccination records are completely and accurately entered into NYSIIS.

LHD Objective 3-A: Increase the number of health care providers who are registered with NYSIIS and maintain immunization records through the system by 2% annually.

NYS Objective: Increase the number of NYS registered health care providers who enter vaccination records into NYSIIS by 10% by 2018.

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
1. Stay current with the latest NYSIIS activities by participating in periodic NYSIIS/LHD conference calls, reading electronic email communications and reviewing materials posted on the Health Commerce System.	LHD will participate and attend NYSIIS/LHD conference calls, send representatives to semi-annual user groups meetings in Syracuse, read and review materials posted on the Health Commerce System.	LHD will participate and attend NYSIIS/LHD conference calls, send representatives to semi-annual user groups meetings in Syracuse, read and review materials posted on the Health Commerce System.	LHD will participate and attend NYSIIS/LHD conference calls, send representatives to semi-annual user groups meetings in Syracuse, read and review materials posted on the Health Commerce System.	LHD will participate and attend NYSIIS/LHD conference calls, send representatives to semi-annual user groups meetings in Syracuse, read and review materials posted on the Health Commerce System.
2. Respond to questions from provider community and other stakeholders. Triage questions to NYSIIS group email account, appropriate regional office, or NYSIIS help desk	LHD will respond to questions from provider community and other stakeholders by triaging inquiries to other experts (i.e. NYSIIS staff) when necessary.	LHD will respond to questions from provider community and other stakeholders by triaging inquiries to other experts (i.e. NYSIIS staff) when necessary.	LHD will respond to questions from provider community and other stakeholders by triaging inquiries to other experts (i.e. NYSIIS staff) when necessary.	LHD will respond to questions from provider community and other stakeholders by triaging inquiries to other experts (i.e. NYSIIS staff) when necessary.
3. Contact health care providers within the county who are not actively participating in NYSIIS to encourage appropriate NYSIIS training.	No activity	LHD will contact health care providers who are not actively participating in NYSIIS (13 providers) to encourage participation and appropriate NYSIIS training. Phone call(s) will be made initially to identify the issues and to include a query how LHD can be of assistance. Based on the results response plan will be developed. LHD will notify Faxton/St. Luke's providers not actively participating in NYSIIS (7 providers identified in NYSDOH report). LHD will encourage NYSIIS training and offer assistance.	Based on results of the second quarter query, response plan will be implemented as follows (3 providers will be targeted): -phone calls -office visit -on-site training -assure and facilitate access to NYSIIS training/updates	Based on results of the second quarter query, response plan will be implemented as follows (3 providers will be targeted): -phone calls -office visit -on-site training -assure and facilitate access to NYSIIS training/updates

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
4. Promote NYSIIS during AFIX, VFC or other site visits/meetings with providers utilizing available materials.	LHD will encourage health care providers within the county to attend NYSIIS training or use other training modalities. During AFIX visits, LHD will offer to provide information and/or reminders of upcoming trainings.	LHD will encourage health care providers within the county to attend NYSIIS training or use other training modalities. During AFIX visits, LHD will offer to provide information and/or reminders of upcoming trainings.	LHD will encourage health care providers within the county to attend NYSIIS training or use other training modalities. During AFIX visits, LHD will offer to provide information and/or reminders of upcoming trainings.	LHD will encourage health care providers within the county to attend NYSIIS training or use other training modalities. During AFIX visits, LHD will offer to provide information and/or reminders of upcoming trainings.
5. Maintain at least three active user accounts for NYSIIS.	LHD will maintain at least three active NYSIIS user accounts.	LHD will maintain at least three active NYSIIS user accounts.	LHD will maintain at least three active NYSIIS user accounts.	LHD will maintain at least three active NYSIIS user accounts.
6. Report ALL immunizations administered by the LHD to NYSIIS within 2 weeks. This includes obtaining NYSIIS consent for individuals 19 years of age and older, particularly while conducting flu clinics.	LHD will report all immunizations administered to children and consented adults, particularly while conducting flu clinics into NYSIIS within 2 weeks.	LHD will report all immunizations administered to children and consented adults, particularly while conducting flu clinics into NYSIIS within 2 weeks.	LHD will report all immunizations administered to children and consented adults, particularly while conducting flu clinics into NYSIIS within 2 weeks.	LHD will report all immunizations administered to children and consented adults, particularly while conducting flu clinics into NYSIIS within 2 weeks.
7. Use NYSIIS benchmarking and specialized reports as tools to document coverage rates for all immunization activities.	No activity	LHD will use NYSIIS benchmarking and specialized reports as tools to document coverage during AFIX and Feed Back visits and other immunization activities as applicable.	LHD will use NYSIIS benchmarking and specialized reports as tools to document coverage during AFIX and Feed Back visits and other immunization activities as applicable.	LHD will use NYSIIS benchmarking and specialized reports as tools to document coverage during AFIX and Feed Back visits and other immunization activities as applicable.
8. Any additional activities planned which may increase the number of providers who routinely use NYSIIS.	LHD will send newsletter reinforcing the mandates requiring NYSIIS entry within 14 days of administration and provide other useful NYSIIS links provided by NYSDOH to health care providers in Oneida County.	LHD will send NYSIIS information to providers whose practice is not in NYSIIS	No activity	LHD will send newsletter reinforcing the mandates requiring NYSIIS entry within 14 days of administration and provide other useful NYSIIS links provided by NYSDOH to health care providers in Oneida County.

LHD Objective 3-B: Improve the accuracy and timeliness of immunization records reported in NYSIIS.

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
1. Promote completeness and accuracy of NYSIIS data during AFIX, VFC or other site visits/meetings with providers, especially the use of the Missing Immunizations report	LHD will utilize Missing Immunizations and Invalid Immunization report to promote completeness, accuracy, and timeliness of entry of NYSIIS data during AFIX, VFC or other site visits/meetings.	During the three scheduled AFIX and/or other site visits/meetings, LHD will utilize Missing Immunizations and Invalid Immunization report to promote completeness, accuracy, and timeliness of entry of NYSIIS data during AFIX, VFC or other site visits/meetings.	During the two scheduled AFIX and/or other site visits/meetings, LHD will utilize Missing Immunizations and Invalid Immunization report to promote completeness, accuracy, and timeliness of entry of NYSIIS data during AFIX, VFC or other site visits/meetings.	During the one scheduled Feedback and/or other site visits/meetings, LHD will utilize Missing Immunization and Invalid Immunization report to assist providers to improve accuracy and timeliness of immunization data entry.
2. If data issues are noted during AFIX, VFC or other site visits/meetings with providers, develop action plans to address, coordinating with NYSIIS Central Office staff as needed.	LHD will identify providers that need assistance with meeting NYSIIS data entry requirements.	LHD will address any data issues noted during AFIX or other site visits/meetings and will develop action plans (i.e recommendation of immunization record review). LHD will send program staff to provider's office to assist with data entry and/or answer NYSIIS any questions. LHD will coordinate plans with NYSIIS Central Office staff if needed.	LHD will address any data issues noted during AFIX or other site visits/meetings and will develop action plans (i.e recommendation of immunization record review). LHD will send program staff to provider's office to assist with data entry and/or answer NYSIIS any questions. LHD will coordinate plans with NYSIIS Central Office staff if needed.	If data issues are noted, LHD will schedule a QI of their own immunization records to access timeliness and accuracy of NYSIIS data entry.
3. Coordinate any necessary NYSIIS training with Central Office for providers to be able to fully utilize all NYSIIS capabilities.	No activity	As LHD learns of any provider who needs assistance with NYSIIS, LHD will contact the Central Office to coordinate NYSIIS training.	As LHD learns of any provider who needs assistance with NYSIIS, LHD will contact the Central Office to coordinate NYSIIS training.	As LHD learns of any provider who needs assistance with NYSIIS, LHD will contact the Central Office to coordinate NYSIIS training.
4. Any additional activities planned that may improve NYSIIS compliance.	No activity	No activity	No activity	No activity

Personnel dedicated to Goal 3:

Name	Title	Percent of Effort
Christine Benson	Data Processing Clerk	45%
Marina Kistner	RN	20%
Linda Kokoszki	SPHN	In-kind
Rene Burgess	Sr. Administrative Assistant	In-kind
Sandra Pejicic	IAP Coordinator	In-kind

GOAL 4: Increase Education, Information, Training, and Partnerships

NYS Objective: Increase immunization focused educational and training opportunities available to local health department staff and health care providers.

LHD Objective 4-A: Provide information, education and training for local health department (LHD) staff and health care providers who provide immunizations.

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
1. Ensure all LHD Immunization staff view the CDC's Epidemiology and Prevention of Vaccine Preventable Diseases program.	No activity	LHD will continue to ensure and document all LHD immunization program staff view the CDC's <i>Epidemiology and Prevention of Vaccine Preventable Program</i> when LHD is notified by email of 2013 version.	LHD will continue to ensure and document all LHD immunization program staff view the CDC's <i>Epidemiology and Prevention of Vaccine Preventable Program</i> when LHD is notified by email of 2013 version.	LHD will continue to ensure and document all LHD immunization program staff view the CDC's <i>Epidemiology and Prevention of Vaccine Preventable Program</i> when LHD is notified by email of 2013 version.
2. Ensure all LHD Immunization staff view any CDC's Adult Immunization Update (live or taped).	No activity	LHD will continue to ensure and document that all immunization staff view (live or taped) CDC's <i>Adult Immunization Update</i> .	LHD will continue to ensure and document that all immunization staff view (live or taped) CDC's <i>Adult Immunization Update</i> .	LHD will continue to ensure and document that all immunization staff view (live or taped) CDC's <i>Adult Immunization Update</i> .
3. Ensure all LHD Immunization staff view CDC's annual immunization Update (live or taped).	No activity	LHD will continue to ensure and document that all immunization staff view (live or taped) CDC's <i>Immunization Update</i> .	LHD will continue to ensure and document that all immunization staff view (live or taped) CDC's <i>Immunization Update</i> .	LHD will continue to ensure and document that all immunization staff view (live or taped) CDC's <i>Immunization Update</i> .
4. Ensure LHD Immunization staff attends appropriate conferences and meetings (either live or if offered on-line), such as the National Immunization Conference.	LHD will continue to ensure and document that immunization staff attend appropriate conferences or meetings (live or on-line).	LHD will continue to ensure and document that immunization staff attend appropriate conferences or meetings (live or on-line).	LHD will continue to ensure and document that immunization staff attend appropriate conferences or meetings (live or on-line).	LHD will continue to ensure and document that immunization staff attend appropriate conferences or meetings (live or on-line).

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
5. Any additional activities planned for LHD staff and/or health care providers.	Any new immunization updates will be communicated to LHD staff during staff meetings or via email when applicable. LHD will distribute newsletter via Health Commerce System to healthcare providers, school nurses and college health services which will include immunization update when applicable.	An annual inservice will be held for LHD staff concerning updated immunization information via Learning Management System (LMS). Any new immunization updates will be communicated to LHD staff during staff meetings or via email when applicable. LHD will distribute newsletter via Health Commerce System to healthcare providers, school nurses and college health services which will include immunization update when applicable. Educational inservices will be provided to LHD staff by vaccine specialists from manufacturers when available.	Any new immunization updates will be communicated to LHD staff during staff meetings or via email when applicable. LHD will distribute newsletter via Health Commerce System to healthcare providers, school nurses and college health services which will include immunization update when applicable. Educational inservices will be provided to LHD staff by vaccine specialists from manufacturers when available.	Any new immunization updates will be communicated to LHD staff during staff meetings or via email when applicable. LHD will distribute newsletter via Health Commerce System to healthcare providers, school nurses and college health services which will include immunization update when applicable. Educational inservices will be provided to LHD staff by vaccine specialists from manufacturers when available.

LHD Objective 4-B: Promote immunizations and provide up-to-date, relevant education materials to patients, consumer groups, employee health services, long term care facilities, hospitals, schools, colleges, and providers in your jurisdiction on an ongoing basis.

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
1. During the grant year, plan activities within your jurisdiction to promote National Influenza Vaccination Week (NIVW) and at least one other immunization observance.		Adult National Immunization Week (9/18 -9/24): An article focusing on adult vaccine will be published in the OFA Primetime or Utica Senior publication. LHD will email newsletter to healthcare providers, ID specialists, Infection Preventionists, promoting adult immunizations. LHD will promote adult immunizations by posting information on County website and Facebook page and utilizing PSAs.	National Influenza Vaccination Week (NIVW) (12/8 -12/14) LHD in conjunction with the Public Information Officer will promote NIVW with PSA "It's not too Late" campaign and press releases. Email newsletter to healthcare providers, ID specialists, Infection Preventionists, promoting NIVW, and include the CDC NIIW resource website.	

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
<p>1. During the grant year, plan activities within your jurisdiction to promote National Influenza Vaccination Week (NIVW) and at least one other immunization observance. Continued</p>	<p>Quarter 1 4/1/2013 – 6/30/2013</p> <p>National Infant Immunization Week (NIIW) LHD in conjunction with the Public Information Officer will promote NIIW with PSAs and press releases. LHD will email newsletter to healthcare providers, ID specialists, Infection Preventionists, promoting children's immunization schedule, update providers on incidents of vaccine preventable diseases in Oneida County and include the CDC NIIW resource website. Distribute flyers containing information on Tdap, Hep B, Influenza, and Immunization schedule to WIC, MCH Moms Program, and Amish population. LHD will post CDC websites promoting NIIW on County website and Facebook page. Bulletin Boards will be displayed at Utica and Rome sites focusing on infant immunizations. LED sign in LHD lobby will display infant immunization messages.</p>	<p>Quarter 2 7/1/2013 – 9/30/2013</p> <p>Bulletin Boards will be displayed at Utica and Rome sites focusing on adult immunizations. LED sign in LHD lobby will display adult immunization messages.</p>	<p>Quarter 3 10/1/2013 – 12/31/2013</p> <p>LHD will post CDC websites promoting NIIW on County website and Facebook page. Influenza vaccine will be promoted on County website and Facebook page. Flu Finder Link of publically accessible adult vaccination sites will be posted on County website. Bulletin Boards will be displayed at Utica and Rome sites focusing on the importance of influenza vaccinations (and "it's not too late" to get flu vaccine). LED sign in LHD lobby will display influenza messages LHD will offer public influenza vaccine clinics at the Utica and Rome sites.</p>	<p>Quarter 4 1/1/2014 – 3/31/2014</p>
<p>2. Promote at least one of the following observances: National Infant Immunization Week (NIIW) or National Immunization Awareness Month (August).</p>	<p>Quarter 1 4/1/2013 – 6/30/2013</p> <p>National Infant Immunization Awareness Month (NIAM) - August Promote NIAM using CDC materials. LHD will target the following groups of people: -Parents of young children will be encouraged to get recommended immunizations by age 2 -Help parents make sure that children going to school, including preteens and teens, are appropriately vaccinated. -Remind college students to catch up on vaccinations before moving into dormitories. -Educate adults, including healthcare workers, about vaccine and boosters they may need. -Educate pregnant women about getting vaccinated to protect newborn from whooping cough (pertussis) -Remind everyone the next flu season is only a few months away.</p>	<p>Quarter 2 7/1/2013 – 9/30/2013</p>	<p>Quarter 3 10/1/2013 – 12/31/2013</p>	<p>Quarter 4 1/1/2014 – 3/31/2014</p>

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
2. Promote at least one of the following observances: National Infant Immunization Week (NIW) or National Immunization Awareness Month (August). Continued		These messages will be conveyed via LHD's monthly newsletter, PSAs, bulletin board, LED sign, Facebook, and County website.		
3. Any other activities that can be used to promote the importance of immunization.		LHD staff RN will provide updated immunization information to Ulrica City School nurses during annual school nurses meeting. LHD will participate in Head Start Fair immunizing children in Pre-K in August. LHD will offer special Tdap clinic in September for 6 th grade students.	LHD will hold influenza clinics for county employees.	HPV vaccine will be promoted during National Cervical Cancer Awareness Month (January) E-mail will be sent to student health center which will reinforce and include CDC information on HPV vaccine

LHD Objective 4-C: Identify gaps in educational materials for American Indians serviced by tribal clinics, Indian Health Service area offices and service units, and other entities that provide medical services to American Indians, if applicable. In counties without tribal clinics, identify gaps in educational materials and services provided to other predominant minority populations specific to that jurisdiction.

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
1. Work with Regional Office staff in identifying culturally relevant education needs, gaps and report to Central Office.	Research Amish culture and develop a needs assessment, develop a health access gap analysis	Provider knowledge gap assessment	Meet with health care providers and share results of Amish customs	No activity
2. Work with Regional Office to get appropriate education materials to the providers that service this Population.	Create and distribute educational materials to Amish population. LHD will hold immunization clinic at Amish community	LHD will hold immunization clinic at Amish community farm. Immunization educational materials will be available at this clinic.	Create or access educational materials to distribute to health care providers	No activity

LHD Objective 4-D: Increase compliance with Public Health Law Section 2164 (PHL2164) by ensuring completion of annual school survey. (2014 – 2018)

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
1. Ensure a survey is completed for any school as defined by PHL2164 that lacks generally accepted means of communication, including but not limited to: mail, telephone, fax or internet services.	Identify any Amish schools in County by networking with Cornell Cooperative Extension	LHD will contact the following identified schools to ensure survey completion as defined by PHL2164 Amish School	Follow up with phone calls or mail if necessary	No activity
2. As necessary conduct site visits to identified schools to assist the preparation and collection of the mandated New York State Department of Health Bureau of Immunization annual school immunization survey form.	No activity	LHD will conduct site visits to the above mentioned schools to assist the preparation and collection of the annual school immunization survey from if necessary	LHD will conduct site visits to the above mentioned schools to assist the preparation and collection of the annual school immunization survey from if necessary	LHD will conduct site visits to the above mentioned schools to assist the preparation and collection of the annual school immunization survey from if necessary

LHD Objective 4-E: Create a county-specific VFC Education and Outreach Plan and complete required educational interventions with VFC providers.

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
1. Complete and submit county specific VFC Education and Outreach Plan.	LHD will complete and submit county specific VFC Education and Outreach Plan.	No activity	No activity	No activity
2. Execute educational interventions as instructed in Attachment 7. Submit required training record and appropriate documentation.	LHD will implement the County specific VFC Vaccine Storage and Handling Plan which will include face to face office visit (separate from VFC or AFIX site visits) or scheduled group seminars at LHD site. LHD will target ten VFC providers.	LHD will implement the County specific VFC Vaccine Storage and Handling Plan which will include face to face office visit (separate from VFC or AFIX site visits) or scheduled group seminars at LHD site. LHD will target ten VFC providers.	LHD will implement the County specific VFC Vaccine Storage and Handling Plan which will include face to face office visit (separate from VFC or AFIX site visits) or scheduled group seminars at LHD site. LHD will target ten VFC providers.	LHD will implement the County specific VFC Vaccine Storage and Handling Plan which will include face to face office visit (separate from VFC or AFIX site visits) or scheduled group seminars at LHD site. LHD will target ten VFC providers.

Personnel dedicated to Goal 4:

Name	Title	Percent of Effort
Marina Kistner	RN	20%
Jesse Orton	Health Educator	20%
Ken Fanelli	Public Information Officer	In-kind
Krista Drake	Public Health Educator	In-kind

Name	Title	Percent of Effort
Linda Kokoszki	SPHN	In-kind
Rene Burgess	Sr. Administrative Assistant	In-kind
Heather Bernard	Student	In-kind
Sandra Pejic	IAP Coordinator	In-kind

Goal 5: Eliminate Perinatal Hepatitis B

NYS Objective: Reduce perinatal hepatitis B transmission.

LHD Objective 5-A: Facilitate and coordinate local perinatal hepatitis B initiatives and activities mandated by Public Health Law 2500-e and Title 10 NYCCRR, subpart 69-3.

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
<p>1. Coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive and HBsAg-unknown women. Ensure administration of hepatitis B vaccine and HBIG within 12 hours of birth, the completion of the 3-dose hepatitis B vaccine series, and post-vaccination serologic testing. Report all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes, including addressing all records on the Perinatal Hep B ECLRS Transfer List within 30 days</p>	<p>The LHD perinatal hepatitis B coordinator will liaison with hospitals and health care providers to provide case management for infants of HBsAg-positive women. The LHD will ensure administration of hepatitis B vaccine and HBIG within 12 hours of birth, completion of the 3-dose hepatitis B vaccine series, and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner. The LHD perinatal hepatitis B coordinator will ensure completion of all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.</p>	<p>The LHD perinatal hepatitis B coordinator will liaison with hospitals and health care providers to provide case management for infants of HBsAg-positive women. The LHD will ensure administration of hepatitis B vaccine and HBIG within 12 hours of birth, completion of the 3-dose hepatitis B vaccine series, and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner. The LHD perinatal hepatitis B coordinator will ensure completion of all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.</p>	<p>The LHD perinatal hepatitis B coordinator will liaison with hospitals and health care providers to provide case management for infants of HBsAg-positive women. The LHD will ensure administration of hepatitis B vaccine and HBIG within 12 hours of birth, completion of the 3-dose hepatitis B vaccine series, and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner. The LHD perinatal hepatitis B coordinator will ensure completion of all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.</p>	<p>The LHD perinatal hepatitis B coordinator will liaison with hospitals and health care providers to provide case management for infants of HBsAg-positive women. The LHD will ensure administration of hepatitis B vaccine and HBIG within 12 hours of birth, completion of the 3-dose hepatitis B vaccine series, and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner. The LHD perinatal hepatitis B coordinator will ensure completion of all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.</p>
<p>2. Participate in lot quality assurance (LQA) site visits or other approved and appropriate QA activities at area birthing hospitals conducted by the NYSDOH staff.</p>	<p>The LHD perinatal hepatitis B coordinator will participate in Lot Quality Assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits</p>	<p>The LHD perinatal hepatitis B coordinator will participate in Lot Quality Assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits</p>	<p>The LHD perinatal hepatitis B coordinator will participate in Lot Quality Assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits</p>	<p>The LHD perinatal hepatitis B coordinator will participate in Lot Quality Assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits</p>

Work Plan Activities to meet this objective.	Quarter 1 4/1/2013 – 6/30/2013	Quarter 2 7/1/2013 – 9/30/2013	Quarter 3 10/1/2013 – 12/31/2013	Quarter 4 1/1/2014 – 3/31/2014
<p>3. Provide technical assistance and advice to encourage area birthing hospitals to administer the hepatitis B birth dose to all newborns within 12 hours of birth, in accordance with the state's standard of care, and achieve a 90 % universal birth dose coverage for all newborns.</p>	<p>The LHD perinatal coordinator will provide technical assistance and advice to encourage area birthing hospitals to administer the hepatitis B birth dose to all newborns within 12 hours of birth, in accordance with the state's standard of care, and achieve a 90 % universal birth dose coverage for all newborns.</p> <p>-2012 birth dose coverage rate for St. Luke's Memorial Hospital Center- 92.81 % (data provided by NYSDOH)</p> <p>- 2012 birth dose coverage rate for Rome Hospital- 92.42 % (data provided by NYSDOH)</p>	<p>The LHD perinatal coordinator will provide technical assistance and advice to encourage area birthing hospitals to administer the hepatitis B birth dose to all newborns within 12 hours of birth, in accordance with the state's standard of care, and achieve a 90 % universal birth dose coverage for all newborns.</p>	<p>The LHD perinatal coordinator will provide technical assistance and advice to encourage area birthing hospitals to administer the hepatitis B birth dose to all newborns within 12 hours of birth, in accordance with the state's standard of care, and achieve a 90 % universal birth dose coverage for all newborns.</p>	<p>The LHD perinatal coordinator will provide technical assistance and advice to encourage area birthing hospitals to administer the hepatitis B birth dose to all newborns within 12 hours of birth, in accordance with the state's standard of care, and achieve a 90 % universal birth dose coverage for all newborns.</p>

Personnel dedicated to Goal 5:

Name	Title	Percent of Effort
Sandra Pejicic	Hep B Perinatal Coordinator	In-kind

Attachment D

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

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

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

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

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

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

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

- Consolidated Fiscal Report (CFR)¹

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

Final scheduled payment will not be due until 30 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is 5/1/18. The agency shall complete its audit and notify vendor of the results no later than 6/1/18. The Contractor shall submit the report not later than 30 days from the end of the contract.

C. Other Reports

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

TABLE I - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	April 1 - June 30	July 30
2	July 1 - September 30	October 30
3	October 1 - December 31	January 30
4	January 1 - March 31	May 1

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

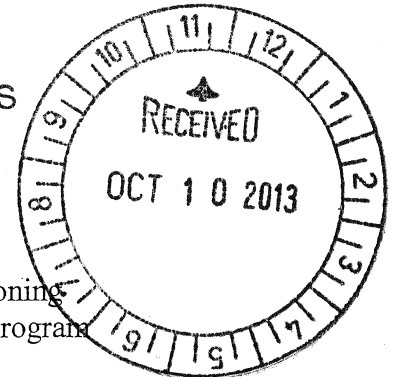
ADMINISTRATION

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

September 20, 2013

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

FN 20 13-385
HEALTH & HUMAN SERVICES
WAYS & MEANS



Dear Mr. Picente:

Re: C026835-3 Childhood Lead Poisoning
Primary Prevention Program

Attached are seven (7) copies of a grant between the New York State Department of Health - Childhood Lead Poisoning Primary Prevention Program and Oneida County through its Health Department.

The Childhood Lead Poisoning Primary Prevention Program will work to identify high risk housing with specific target housing (geographic areas or types of dwelling or another selected criteria within the communities of concern); develop partnerships and community engagement with initiatives to build community support for, and assist with, the implementation of primary prevention activities; development of housing intervention to identify individual properties with likely or actual lead based paint hazards; assess and build workforce by identifying and expanding the identification and control of lead based paint hazards and the development of a workforce trained in lead safe work practices; identify and expand resources for lead hazard control to include identifying and expanding funding awareness and opportunities.

The term of this grant shall commence effective April 1, 2013 and remain in effect through March 31, 2014. Grant reimbursement is in the amount of \$376,374. This grant renewal is 100% funded by the New York State Department of Health and is mandated by Public Health Law. The reason this grant is being forwarded for signature after the commencement date is due to delays in processing.

If this grant renewal meets with your approval, please forward to the Board of Legislators for their consideration.

Feel free to contact me should you require additional information.

Sincerely,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

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

Anthony J. Picente, Jr.
County Executive

Date 10/10/13

attachments
ry

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source: _____

Other: X

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: Pat Burl C026835-3
Health Program Administrator
Center for Environmental Health
Empire State Plaza, Corning Tower, Rm.1629
Albany, New York 12237

SUMMARY STATEMENT: The Childhood Lead Poisoning Primary Prevention Program will work to identify high risk housing with specific target housing (geographic areas or types of dwelling or another selected criteria within the communities of concern); develop partnerships and community engagement with initiatives to build community support for, and assist with, the implementation of primary prevention activities; development of housing intervention to identify individual properties with likely or actual lead based paint hazards; assess and build workforce by identifying and expanding the identification and control of lead based paint hazards and the development of a workforce trained in lead safe work practices; identify and expand resources for lead hazard control to include identifying and expanding funding awareness and opportunities.

DATES OF OPERATION: April 1, 2013 through March 31, 2014

TOTAL FUNDING REQUESTED: \$376,374

NEW X RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: 100% state grant funded

Expense Account: A4015

Revenue Account: A3415

CB

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Department of Health Bur. of Community Environmental Health & Food Protection Empire State Plaza, Corning Tower Bldg., Room 1395 Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450000</p> <p>CONTRACT NUMBER: C026835-3</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Department of Health</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Childhood Lead Poisoning Primary Prevention Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Adirondack Bank Bldg., 5th Floor 185 Genesee Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>800 Park Avenue Utica, NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:30-0100000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C026835-3

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 10/01/2010 To: 03/31/2015</p> <p>CURRENT CONTRACT PERIOD: From: 04/01/2013 To: 03/31/2014</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 376,374</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

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

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)

Attachment C: Work Plan
 Attachment D: Payment and Reporting Schedule
 Other:

Contract Number: # C026835-3

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

CONTRACTOR:

Oneida County Health Department

By: _____

Anthony J. Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

NYS Department of Health
Center for Environmental Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

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

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

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

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

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

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # C026835-3

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

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

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

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

(i) personal messenger service; or

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

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

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

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

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

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

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

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

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

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

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

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

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

E. Records and Audits:

1. General:

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

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. Cost Allocation:

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

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

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

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

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

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

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

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

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

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

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

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

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

4. For audit reports due on or after April 1, 2013, that are not received by the dates due, the following steps shall be taken:

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

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

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

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

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

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

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

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

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

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

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

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

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

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

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

R. The CONTRACTOR shall submit to the STATE (*quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Bureau of Community Environmental Health and Food Protection
Empire State Plaza, Corning Tower Building, Room 1395
Albany, New York 12237**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this Agreement.

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

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

of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Michael J. Cambridge

Title: Director, Division of Environmental Health Protection

Address: Empire State Plaza, Corning Tower Bldg., Room 1619, Albany, NY 12237

Telephone Number: 518/402-7500

Facsimile Number: 518/402-7509

E-Mail Address: mjc03@health.state.ny.us

Insert Vendor/Grantee Name Here

Name: James B. Crucetti, MD, MPH

Title: Commissioner

Address: 175 Green Street, Albany, NY 12202

Telephone Number: 518/447-4580

Facsimile Number: 518/447-4698

E-Mail Address: james.crucetti@albanycounty.com

Part B. Program Specific Clauses

Data Submission

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

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

Appendix 1
Childhood Lead Poisoning Primary Prevention Program
GY April 1, 2013 – March 31, 2014
Oneida County Department of Health

Goal 1: Identify High Risk Housing

A. Please list the specific **target area(s)/special population(s)** for the 2013-2014 grant period:

As defined by previous identification of high risk designated area maps:

- Census tracts and block groups in the 13501 Cornhill sections of the City of Utica
- Census tracts and block groups in the 13502 West Utica sections of the City of Utica to the Broad Street/Yorkville town line.
- Census tracts and block groups in the 13501 East Utica section of the City of Utica including Broad, Catherine, Mohawk, Blandina, Albany, Jay, Mary, Lansing, and Rutger Sts.
- Micro-target housing with newborns, pregnant women, and newly arrived or secondary migration refugee populations
- Micro-target housing with children living in high risk area up to age three, consider housing with children up to age 6, resources permitting.
- Micro-target housing with children in high risk designated areas with children with EBLL of 5-9 and 10-14 through voluntary inspections with parent permission.
- Target housing exterior hazards in Cornhill or West Utica with exterior housing violations including chipping and peeling paint in partnership with the City of Utica, Codes/ROP inspections' contract and *March to the Middle* campaign inspections.
- Target Section 8 Housing Choice housing in the City of Utica for clearance dust testing in collaboration with City of Utica Section 8 division.

B. Check the appropriate box(s) below and answer all associated questions:

Specific target area(s)/special population(s) remain the same or are substantially unchanged, consistent with the most recent narrative description of the target area filed with the NYSDOH.

New or significantly revised target area. Briefly describe new or significantly revised target area.

Goal 2: Develop Partnerships and Community Engagement

A. Check the appropriate box(s) below and answer all associated questions:

Existing partnerships remain the same or are substantially unchanged and the most recent list and narrative description of the target area filed with the NYSDOH, is where contract activities will be conducted.

X Proposal for new, substantial partnerships. See attached partnership lists.

Goal 3: Housing Intervention

Check the appropriate box(s) below which represent potential strategies and/or special populations to be targeted in the workplan:

Units with prior EBLL cases since 20__, and the units/buildings adjacent to those units.

Reinspection after one year of units with recent EBLL cases where Notice and Demand requirements were met.

X All units in a designated census tract or other geographical area, based on past history of age of housing, number of EBLs, poverty, etc. This can include both rental and owner-occupied units.

X Voluntary (self-requests) from property owners or tenants for inspection of pre-1978 housing. Specify whether this includes the entire county or is restricted to specific neighborhoods.

X Follow up of specific vulnerable populations (i.e., pregnant women in areas of target housing, newborns in areas of target housing, refugees resettled in areas of target housing.

X Referrals from Healthy Neighborhoods program, and/or Maternal and Child Health Home visiting programs based on observations of chipping and peeling paint.

X Units that house children with confirmed Blood Lead Levels of 5-9 ug/dL and or 10-14 ug/dL, if appropriate, and the housing units adjacent to those units or buildings.

X Referrals from Codes Enforcement based on observations of chipping and peeling paint. Note that Codes officers can be deputized by the LHD to issue an order to enforce the PHL under the Lead Primary Prevention Program.

X Observations by Pilot staff of deteriorated exterior paint in units in the target areas.

X Vacant, foreclosed properties in target neighborhoods before they are sold.(as resources permit)

Other strategy not listed. Describe:

Estimated # of Units to be inspected during grant year, consistent with your specific, proposed housing intervention strategy	
By March 2014, 80 homes of at-risk newborns or pregnant women. in areas of targeted housing will be inspected for lead hazards.	80
By March 2014, 30 Units where children with BLLs between 5-9 or 10-14 µg/dL (or both) reside or units adjacent to them will be inspected for Lead hazards.	30
By March 2014, 54 rental units of resettled refugees will be inspected for lead hazards.	54
By March 2014, 30 Rental units of Section 8 funded recipients will have clearance dust tests completed by LPP staff.	30
By March 2014, 50 units based on observations by Pilot staff of deteriorated exterior paint in units in the target areas will be inspected.	50

Estimated # of Units to be inspected during grant year, consistent with your specific, proposed housing intervention strategy	
By September 2013, 5 Units referred by Maternal and Child Health Home visiting programs will be inspected. Note program is closing in Fall 2013.	5
By March 2014, 4 Vacant, foreclosed properties in target neighborhoods will be inspected before they are sold as requested by new owners or City of Utica Urban & Economic development staff.	4
By March 2014, 16 Units will be inspected at the request of owner.	12
By March 2014, 6 Units will be inspected at the request of tenant.	6
Total	271

Visit Activities	Check if part of protocol
Educational materials delivered to residents	X
Inspection Activities	Check if part of protocol
Exterior visual assessment	X
Interior visual assessment	X
XRF	Only if not compliant with Notice & Information
Dust sample	X
Soil sample	In partnership with Hamilton College, not part of our routine protocol

Incentives	Check if part of protocol
Incentive packages provided to residents (please list items in narrative)	X
Incentive packages provided to property owners (please list items in narrative)	X
Incentives provided to encourage participation in training	X

Clearance Dust Sampling	Check if part of protocol
Performed by EPA certified CLPPP staff	X
Performed by EPA certified firm contracted by CLPPP	
Performed by EPA certified firm contracted by property owner	

- X Program has created policies to assure safe remediation of housing units identified with actual or presumed lead paint hazards including remediation workplans, re-inspection frequency, and clearance testing policies.

Goal 3 Housing Intervention

Modifications to Existing Housing Inspection Protocols:

Section 8/Housing Choice owners will be offered lead dust wipe testing after their unit has passed the visual inspection by the Section 8 inspector. A HEPA vacuum and video instructing on its use is provided to the owner at the Section 8 office. After completing cleaning, the first set of dust wipes are paid by the LPP program. Subsequent wipe samples for failures must be prepaid through the electronic payment system of the health department before they will be scheduled. MOU attached.

1. List changes (if any) to the current, approved encounter/inspection protocol(s) to be implemented across the different types of Housing Intervention strategies:

No changes to inspection protocols, we are using iPADS with PalmTech customized software to complete inspections, but this does not change external notification process of owner. Enforcement protocols have been tightened to identify that closure of a unit and securing of unit by boarding are in the original Notice of Hearing documents. This removes an additional step that was required to reissue that legal notification if the owner did not appear at the scheduled hearing and a default judgment was sought.

2. List changes (if any) to process by which property owners are notified about known or presumed lead paint hazards in individual properties and methods to initiate correction of hazards in a lead safe manner:

No changes to notification protocol, Notice & Information remains first notice, Notice & Demand and XRF utilized only if they are not compliant within a reasonable timeframe.

3. List changes (if any) to process by which your program responds to concerns of property owners about entry into units:

No change in process, individual owner complaints are handled by Project Manager as they occur, Public Health Law is explained and our right to inspect if tenant permits.

4. List changes (if any) to process by which your program responds to concerns of tenants about eviction or possible violation of other tenants' rights:

Tenants are notified prior to the inspection occurring that the owner will be receiving the results and Notice & Information requiring any work to be completed using safe work practices.

If tenant expresses concern prior to the inspection regarding possible eviction, then the program manager will offer to contact the owner via phone before the Notice & Information is sent out to explain the process and the incentives to reduce likelihood of retaliation. If owner threatens retaliation after receiving the Notice & Information, the Project Manager will contact them and explain the laws around health/safety complaint retaliation and that we will not permit them to reoccupy the unit if they evict the tenant and they will lose rental income until all work is completed and the unit is cleared and we may assist the tenant with filing a complaint with Legal Aid and provide supporting testimony if requested on their behalf.

5. **List ‘incentive items’** that will be used during visits with resident and/or property owner and discuss changes (if any) from last contract year. No changes in incentives. Incentives provided are based on past history of success at early identification of lead dust hazards, early clean up with clean supplies and HEPA vacuum to reduce lead exposure and owners use of high quality primer products and LSWP items to produce containment of lead hazards. Free training has resulted in many owners becoming certified to do their own work or supervise maintenance staff to do it at multiple properties after the initial property inspection.

Tenant: Simple Green cleaner concentrate, spray bottle, Wet Jet mops with solution, pads and batteries to operate it, paper towel 2 rolls. Use of HEPA loaner vacuum, educational materials, demonstration on how to clean.

Owner: Up to 4 gallons of primer or primer and 6 mil poly, or painting supplies depending on which of 4 packages is jointly determined by Risk Assessor and owner to be needed to complete the required work. Owner receives free training slot for 8 hr. RRP class at local community college and free use of HEPA loaner vacuum. Owner receives free clearance dust wipe sampling.

Program has created policies to assure safe remediation of housing units identified with actual or presumed lead paint hazards including remediation workplans, re-inspection frequency, and clearance testing policies.

Goal 4: Assess and Build Workforce Capacity

Check the appropriate box(s) below and answer all associated questions:

- X Program offers safe work practices training classes ‘in house’ or through contracted partner agencies or organizations.**

# of Trainings to be provided during grant period	
(24) 8-hr RRP Certified Renovator training classes in partnership with Mohawk Valley Community College and Environmental Education Associates will be offered at Utica and Rome campuses from April 2013 through March 2014.	24
4-hr RRP Refresher training, not needed yet since April 2010 first group certified in RRP	0
Other, describe: By December 2013, (1) Codes Officer 8 CEUs for RRP Course for 24 CEOs will be offered for City of Utica codes enforcement officers, City of Rome codes enforcement officers and for Rental Occupancy Permit Codes Compliance Technicians through Environmental Education Associates	1
By March 2014 offer (1) Lead Abatement Worker/Supervisor class	1

- X Program plans to promote certified renovator training and/or lead safe work practices training (or the need/requirement for this training) to property owners, contractors, and residents in the grant period. (see below)
- X Program plans to promote the development and increase availability of skilled and/or a certified workforce for lead remediation activities. This may include but should not be limited to BOCES training, builders mentoring programs, Department of Labor job training for low income participants, workforce development programs or with community- or faith-based organizations in the target areas to train workers who reside in these areas, etc. (see below)

Goal 4 Assess and Build Workforce Capacity

- a. Over 700 local contractors have completed the 8 hr. EPA RRP training classes locally. Additionally over 60 contractors have completed EPA Certified Lead Worker or Lead Supervisor certification. Certified contractors are highly concentrated in the greater Utica Rome areas. Areas such as Boonville and Camden as well as western Oneida County continue to have contractors who are found to not have taken the required training, but continue to work in Oneida County. Contractors from neighboring Herkimer and Madison counties also come into Oneida County to work and many of those are not certified.
- b. Public Service Announcements of 60 seconds in length will be developed and will run regularly on radio stations throughout the Utica Rome area that encourage residents to only hire lead certified contractors. Local contractors are encouraged to include the fact that they are lead certified in their advertisements and many do.
- c. The lead primary prevention program identified pockets of uncertified contractors in Boonville, Camden, and western Oneida County and will match their demographics to radio stations that specifically serve those areas and ages. A joint campaign will be developed with the secondary prevention lead program to air lead primary prevention PSAs in those markets by leveraging their funding to reach all sectors of the county by September 2013 without duplicating primary prevention marketing efforts.

- d. Easy access to EPA RRP classes through our partnership with Mohawk Valley Community College offers a regular monthly schedule of classes in both Utica and Rome. Additionally, training will be offered with continuing education credits for codes enforcement officers in Fall 2013. The class schedule is available on the MVCC website, in their Spring, Summer and Fall catalogs that are mailed to Oneida County residents, and on our www.ocgov.net website and we put out a press release each season announcing the latest classes.
- e. Program offers safe work practices training classes through contracted partner agencies or organizations. Type of class(es) to be offered and provider:
- f. By March 2014, program plans to offer/enroll property owners (45 slots), low income residents to promote job training (10 slots), and returning Veteran's to support employment (10 slots) in certified renovator training through our partnership at Mohawk Valley Community College. Total paid slots 65. Other contractors will self pay for slots in one of 24 classes offered annually through our partnership with Environmental Education Associates and Mohawk Valley Community College.

The need for lead safe work practices and use of lead certified renovators will be promoted by:

- a. Create new Public Service Announcement (60 sec.) by June 2013 promoting LSWP and use of certified renovators.
- b. Run PSA for the following targeted groups based on complaints of unsafe work practices.
- c. Bosnian contractors (90sec) on Bosnian Radio every Saturday AM show X 52 weeks April 2013-March 2014 (60 sec PSA takes 90`sec. when translated into Serbo-Croatian language)

- d. Spanish Contractors (60 sec) on Spanish Radio every Saturday AM show X 52 weeks April 2013-March 2014
- e. English Proficient contractors (60 sec) on WUTQ Radio Mon through Fri June-September 2013 and online.
- f. English Proficient contractors (60 sec) on WIBX Radio Saturday AM and online June-September 2013
- g. Run English language version PSA during National Lead Poisoning Prevention Week in October 2013.
- h. Run English language version PSA during month of March 2014 to prepare for Spring 2014 renovation season.
- i. Advertise Utica Phoenix local newspaper monthly ad May 2013 through March 2014.
- j. Education articles (3) in local newspapers/newsletters on safe work practices.
- k. Education Packets provided to 800 new Head Start families through partnership with Community Action Agency by August 16, 2013.
- l. Provide healthcare provider letter and mailing to 180 providers on safe work practices and other lead issues by July 2013.
- m. Radio interviews (6) will be provided by Project Manager on local radio stations April 2013 through March 2014.
- n. PSA will be available on county website by June 2013 for downloading with link from Home Page and Health Department landing page.

- o. Lead Safe work practice handouts and class schedules will be mailed to all 221 owners cited for lead or chipping paint violations between April 2013 and March 2014.
- p. Lead Safe work practice handouts and class schedules will be mailed to all 50 owners cited by City of Utica through contract for inspections in March 2014.
- q. Lead safe work practice handouts and class schedules will be provided to 30 Section 8 owners during clearance inspections.
- r. Lead safe work practice education materials, class schedules and HEPA video will be provided for all Section 8 owners during their mandatory training with the City of Utica by Section 8 staff.
- s. Lead Safe work practice handouts and class schedules will be provided to 100 visitors to our table at the Boonville County Fair in July 2013.
- t. Lead Safe work practice handouts and class schedules will be provided to 500 residents during 10 community events between April 2013 and March 2014 attended by our Public Health Educator and program staff.
- u. Lead safe work practice HEPA video, Replacement Window/LSWP Videos and Lead & Home Safety videos will be provided to City of Utica Section 8 staff, Municipal Housing staff, and Refugee Center staffs for use with their clients by June 2013 during required education sessions.
- v. The HEPA video, Replacement Window/LSWP video, and Lead & Home Safety videos will be available on the county website for downloading and viewing by July 2013. Press releases alerting the public to the availability of the new Window and Home Safety videos will be released by July 15th, 2013

Goal 5: Identify and Expand Resources for Lead Hazard Control

Check the appropriate box(s) below and answer all associated questions:

- X Community resource identification strategy remains the same or is substantially unchanged as described in the narrative description filed with the NYSDOH. Briefly describe any minor modifications to the existing approved strategy(s). List funding resources available for property owners in your target area(s):**

- X Program has developed or will develop during this grant period a list of available resources for lead hazard control activities. List planned methods to promote the list during this grant period:**

- Program has developed new resource(s) for lead hazard control activities. This includes (but is not limited to) grants available to assist property owners and tenants in funding rehabilitation efforts and lead hazard control options. List new resource(s) for lead hazard control activities:

- X Program has developed efforts to improve connecting property owners with these financial resources and or/ new options (that is expediting application, etc.) that may be used to assist property owners and tenants in funding rehabilitation efforts and lead hazard control options.**

- Program has developed means to make this connection sustainable after the grant ends. Describe these means:

Rebuild Mohawk Valley was closed in Spring 2013 after a very negative HUD audit. This followed the closure of GroWest in 2010. There is currently not a HUD Lead Hazard Control or Lead Hazard Reduction grant in the county, nor an entity with which to partner to apply for these federal grants.

The existing local renovation entity is Homeownership Center. They have HOME funds, CDBG funds, fascade funds, senior housing safety funding assistance, and home safety loans. Funding specifically to deal with lead issues does not exist locally, however if there are safety issues with the home, that work plan could include lead type of painting repairs. LPP works closely with this agency and we refer owners to them during our initial inspection process as well as during enforcement hearing process if it appears they may qualify for assistance.

A list of possible resources and loan applications are provided to owners as needed and referrals are made to this agency to assist them. In hardship cases, the program has also picked up, delivered and assisted owners to complete the applications. Barriers to applying include that they must be current in their taxes and have homeowner's insurance, which many do not have and pay a fee of \$25.00 upfront with their application. Those accepted for funding must attend classes on home maintenance at the Homeownership Center training center in Utica.

-By May 2013 LPP will partner with Homeownership Center to share aggregate data from our March to the Middle inspections. This will support their program required survey of 500 homes in part of our 13501 targeted area and this survey and our data will be utilized to support targeted housing improvements in those census tracts and block groups.

-By August 2013, Homeownership will share aggregate results from its housing survey related to our March to the Middle inspections including ownership of vacant lots, current condition of housing, potential lots for community gardens.

-By August 2013, Homeownership Center and Lead Primary Prevention Project Manager will do a joint neighborhood walk/drive to examine housing/vacant properties and vacant lots in this target area to support future housing inspections/ intervention.

-By March 2014 (40) owners will have received referrals and information on Homeownership Center funding during our inspection and enforcement processes.

Weatherization through Mohawk Valley Community Action has some funding but has a backlog of cases and large waiting list. We do suggest owners try to get on the waiting list, but still require them to make repairs in a timely manner as the wait is several years.

Appendix 1
Childhood Lead Poisoning Primary Prevention Program
GY April 1, 2013 – March 31, 2014
Oneida County Department of Health

Goal 1: Identify High Risk Housing

A. Please list the specific **target area(s)/special population(s)** for the 2013-2014 grant period:

As defined by previous identification of high risk designated area maps:

- Census tracts and block groups in the 13501 Cornhill sections of the City of Utica
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- Micro-target housing with children living in high risk area up to age three, consider housing with children up to age 6, resources permitting.
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B. Check the appropriate box(s) below and answer all associated questions:

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- New or significantly revised target area. Briefly describe new or significantly revised target area.

Goal 2: Develop Partnerships and Community Engagement

A. Check the appropriate box(s) below and answer all associated questions:

Existing partnerships remain the same or are substantially unchanged and the most recent list and narrative description of the target area filed with the NYSDOH, is where contract activities will be conducted.

Proposal for new, substantial partnerships. See attached partnership lists.

Goal 3: Housing Intervention

Check the appropriate box(s) below which represent potential strategies and/or special populations to be targeted in the workplan:

Units with prior EBLL cases since 20__ , and the units/buildings adjacent to those units.

Reinspection after one year of units with recent EBLL cases where Notice and Demand requirements were met.

All units in a designated census track or other geographical area, based on past history of age of housing, number of EBLs, poverty, etc. This can include both rental and owner-occupied units.

Voluntary (self-requests) from property owners or tenants for inspection of pre-1978 housing. Specify whether this includes the entire county or is restricted to specific neighborhoods.

Follow up of specific vulnerable populations (i.e., pregnant women in areas of target housing, newborns in areas of target housing, refugees resettled in areas of target housing.

Referrals from Healthy Neighborhoods program, and/or Maternal and Child Health Home visiting programs based on observations of chipping and peeling paint.

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Referrals from Codes Enforcement based on observations of chipping and peeling paint. Note that Codes officers can be deputized by the LHD to issue an order to enforce the PHL under the Lead Primary Prevention Program.

Observations by Pilot staff of deteriorated exterior paint in units in the target areas.

Vacant, foreclosed properties in target neighborhoods before they are sold.(as resources permit)

Other strategy not listed. Describe:

Estimated # of Units to be inspected during grant year, consistent with your specific, proposed housing intervention strategy	
By March 2014, 80 homes of at-risk newborns or pregnant women. in areas of targeted housing will be inspected for lead hazards.	80
By March 2014, 30 Units where children with BLLs between 5-9 or 10-14 ug/dL (or both) reside or units adjacent to them will be inspected for Lead hazards.	30
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Inspection Activities	Check if part of protocol
Exterior visual assessment	X
Interior visual assessment	X
XRF	Only if not compliant with Notice & Information
Dust sample	X
Soil sample	In partnership with Hamilton College, not part of our routine protocol

Incentives	Check if part of protocol
Incentive packages provided to residents (please list items in narrative)	X
Incentive packages provided to property owners (please list items in narrative)	X
Incentives provided to encourage participation in training	X

Clearance Dust Sampling	Check if part of protocol
Performed by EPA certified CLPPP staff	X
Performed by EPA certified firm contracted by CLPPP	
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X Program has created policies to assure safe remediation of housing units identified with actual or presumed lead paint hazards including remediation workplans, re-inspection frequency, and clearance testing policies.

Goal 3 Housing Intervention

Modifications to Existing Housing Inspection Protocols:

Section 8/Housing Choice owners will be offered lead dust wipe testing after their unit has passed the visual inspection by the Section 8 inspector. A HEPA vacuum and video instructing on its use is provided to the owner at the Section 8 office. After completing cleaning, the first set of dust wipes are paid by the LPP program. Subsequent wipe samples for failures must be prepaid through the electronic payment system of the health department before they will be scheduled. MOU attached.

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2. List changes (if any) to process by which property owners are notified about known or presumed lead paint hazards in individual properties and methods to initiate correction of hazards in a lead safe manner:

No changes to notification protocol, Notice & Information remains first notice, Notice & Demand and XRF utilized only if they are not compliant within a reasonable timeframe.

3. List changes (if any) to process by which your program responds to concerns of property owners about entry into units:

No change in process, individual owner complaints are handled by Project Manager as they occur, Public Health Law is explained and our right to inspect if tenant permits.

4. List changes (if any) to process by which your program responds to concerns of tenants about eviction or possible violation of other tenants' rights:

Tenants are notified prior to the inspection occurring that the owner will be receiving the results and Notice & Information requiring any work to be completed using safe work practices.

If tenant expresses concern prior to the inspection regarding possible eviction, then the program manager will offer to contact the owner via phone before the Notice & Information is sent out to explain the process and the incentives to reduce likelihood of retaliation. If owner threatens retaliation after receiving the Notice & Information, the Project Manager will contact them and explain the laws around health/safety complaint retaliation and that we will not permit them to reoccupy the unit if they evict the tenant and they will lose rental income until all work is completed and the unit is cleared and we may assist the tenant with filing a complaint with Legal Aid and provide supporting testimony if requested on their behalf.

5. **List ‘incentive items’** that will be used during visits with resident and/or property owner and discuss changes (if any) from last contract year. No changes in incentives. Incentives provided are based on past history of success at early identification of lead dust hazards, early clean up with clean supplies and HEPA vacuum to reduce lead exposure and owners use of high quality primer products and LSWP items to produce containment of lead hazards. Free training has resulted in many owners becoming certified to do their own work or supervise maintenance staff to do it at multiple properties after the initial property inspection.

Tenant: Simple Green cleaner concentrate, spray bottle, Wet Jet mops with solution, pads and batteries to operate it, paper towel 2 rolls. Use of HEPA loaner vacuum, educational materials, demonstration on how to clean.

Owner: Up to 4 gallons of primer or primer and 6 mil poly, or painting supplies depending on which of 4 packages is jointly determined by Risk Assessor and owner to be needed to complete the required work. Owner receives free training slot for 8 hr. RRP class at local community college and free use of HEPA loaner vacuum. Owner receives free clearance dust wipe sampling.

Program has created policies to assure safe remediation of housing units identified with actual or presumed lead paint hazards including remediation workplans, re-inspection frequency, and clearance testing policies.

Goal 4: Assess and Build Workforce Capacity

Check the appropriate box(s) below and answer all associated questions:

- X Program offers safe work practices training classes ‘in house’ or through contracted partner agencies or organizations.**

# of Trainings to be provided during grant period	
(24) 8-hr RRP Certified Renovator training classes in partnership with Mohawk Valley Community College and Environmental Education Associates will be offered at Utica and Rome campuses from April 2013 through March 2014.	24
4-hr RRP Refresher training, not needed yet since April 2010 first group certified in RRP	0
Other, describe: By December 2013, (1) Codes Officer 8 CEUs for RRP Course for 24 CEOs will be offered for City of Utica codes enforcement officers, City of Rome codes enforcement officers and for Rental Occupancy Permit Codes Compliance Technicians through Environmental Education Associates	1
By March 2014 offer (1) Lead Abatement Worker/Supervisor class	1

- X Program plans to promote certified renovator training and/or lead safe work practices training (or the need/requirement for this training) to property owners, contractors, and residents in the grant period. (see below)
- X Program plans to promote the development and increase availability of skilled and/or a certified workforce for lead remediation activities. This may include but should not be limited to BOCES training, builders mentoring programs, Department of Labor job training for low income participants, workforce development programs or with community- or faith-based organizations in the target areas to train workers who reside in these areas, etc. (see below)

Goal 4 Assess and Build Workforce Capacity

- a. Over 700 local contractors have completed the 8 hr. EPA RRP training classes locally.

Additionally over 60 contractors have completed EPA Certified Lead Worker or Lead Supervisor certification. Certified contractors are highly concentrated in the greater Utica Rome areas. Areas such as Boonville and Camden as well as western Oneida County continue to have contractors who are found to not have taken the required training, but continue to work in Oneida County. Contractors from neighboring Herkimer and Madison counties also come into Oneida County to work and many of those are not certified.

- b. Public Service Announcements of 60 seconds in length will be developed and will run regularly on radio stations throughout the Utica Rome area that encourage residents to only hire lead certified contractors. Local contractors are encouraged to include the fact that they are lead certified in their advertisements and many do.

- c. The lead primary prevention program identified pockets of uncertified contractors in Boonville, Camden, and western Oneida County and will match their demographics to radio stations that specifically serve those areas and ages. A joint campaign will be developed with the secondary prevention lead program to air lead primary prevention PSAs in those markets by leveraging their funding to reach all sectors of the county by September 2013 without duplicating primary prevention marketing efforts.

- d. Easy access to EPA RRP classes through our partnership with Mohawk Valley Community College offers a regular monthly schedule of classes in both Utica and Rome. Additionally, training will be offered with continuing education credits for codes enforcement officers in Fall 2013. The class schedule is available on the MVCC website, in their Spring, Summer and Fall catalogs that are mailed to Oneida County residents, and on our www.ocgov.net website and we put out a press release each season announcing the latest classes.
- e. Program offers safe work practices training classes through contracted partner agencies or organizations. Type of class(es) to be offered and provider:
- f. By March 2014, program plans to offer/enroll property owners (45 slots), low income residents to promote job training (10 slots), and returning Veteran's to support employment (10 slots) in certified renovator training through our partnership at Mohawk Valley Community College. Total paid slots 65. Other contractors will self pay for slots in one of 24 classes offered annually through our partnership with Environmental Education Associates and Mohawk Valley Community College.

The need for lead safe work practices and use of lead certified renovators will be promoted by:

- a. Create new Public Service Announcement (60 sec.) by June 2013 promoting LSWP and use of certified renovators.
- b. Run PSA for the following targeted groups based on complaints of unsafe work practices.
- c. Bosnian contractors (90sec) on Bosnian Radio every Saturday AM show X 52 weeks April 2013-March 2014 (60 sec PSA takes 90`sec. when translated into Serbo-Croatian language)

- d. Spanish Contractors (60 sec) on Spanish Radio every Saturday AM show X 52 weeks
April 2013-March 2014
- e. English Proficient contractors (60 sec) on WUTQ Radio Mon through Fri June-
September 2013 and online.
- f. English Proficient contractors (60 sec) on WIBX Radio Saturday AM and online June-
September 2013
- g. Run English language version PSA during National Lead Poisoning Prevention Week in
October 2013.
- h. Run English language version PSA during month of March 2014 to prepare for Spring
2014 renovation season.
- i. Advertise Utica Phoenix local newspaper monthly ad May 2013 through March 2014.
- j. Education articles (3) in local newspapers/newsletters on safe work practices.
- k. Education Packets provided to 800 new Head Start families through partnership with
Community Action Agency by August 16, 2013.
- l. Provide healthcare provider letter and mailing to 180 providers on safe work practices
and other lead issues by July 2013.
- m. Radio interviews (6) will be provided by Project Manager on local radio stations April
2013 through March 2014.
- n. PSA will be available on county website by June 2013 for downloading with link from
Home Page and Health Department landing page.

- o. Lead Safe work practice handouts and class schedules will be mailed to all 221 owners cited for lead or chipping paint violations between April 2013 and March 2014.
- p. Lead Safe work practice handouts and class schedules will be mailed to all 50 owners cited by City of Utica through contract for inspections in March 2014.
- q. Lead safe work practice handouts and class schedules will be provided to 30 Section 8 owners during clearance inspections.
- r. Lead safe work practice education materials, class schedules and HEPA video will be provided for all Section 8 owners during their mandatory training with the City of Utica by Section 8 staff.
- s. Lead Safe work practice handouts and class schedules will be provided to 100 visitors to our table at the Boonville County Fair in July 2013.
- t. Lead Safe work practice handouts and class schedules will be provided to 500 residents during 10 community events between April 2013 and March 2014 attended by our Public Health Educator and program staff.
- u. Lead safe work practice HEPA video, Replacement Window/LSWP Videos and Lead & Home Safety videos will be provided to City of Utica Section 8 staff, Municipal Housing staff, and Refugee Center staffs for use with their clients by June 2013 during required education sessions.
- v. The HEPA video, Replacement Window/LSWP video, and Lead & Home Safety videos will be available on the county website for downloading and viewing by July 2013. Press releases alerting the public to the availability of the new Window and Home Safety videos will be released by July 15th, 2013

Goal 5: Identify and Expand Resources for Lead Hazard Control

Check the appropriate box(s) below and answer all associated questions:

- X Community resource identification strategy remains the same or is substantially unchanged as described in the narrative description filed with the NYSDOH. Briefly describe any minor modifications to the existing approved strategy(s). List funding resources available for property owners in your target area(s):

- X Program has developed or will develop during this grant period a list of available resources for lead hazard control activities. List planned methods to promote the list during this grant period:

- Program has developed new resource(s) for lead hazard control activities. This includes (but is not limited to) grants available to assist property owners and tenants in funding rehabilitation efforts and lead hazard control options. List new resource(s) for lead hazard control activities:

- X Program has developed efforts to improve connecting property owners with these financial resources and or/ new options (that is expediting application, etc.) that may be used to assist property owners and tenants in funding rehabilitation efforts and lead hazard control options.

- Program has developed means to make this connection sustainable after the grant ends. Describe these means:

Rebuild Mohawk Valley was closed in Spring 2013 after a very negative HUD audit. This followed the closure of GroWest in 2010. There is currently not a HUD Lead Hazard Control or Lead Hazard Reduction grant in the county, nor an entity with which to partner to apply for these federal grants.

The existing local renovation entity is Homeownership Center. They have HOME funds, CDBG funds, facade funds, senior housing safety funding assistance, and home safety loans. Funding specifically to deal with lead issues does not exist locally, however if there are safety issues with the home, that work plan could include lead type of painting repairs. LPP works closely with this agency and we refer owners to them during our initial inspection process as well as during enforcement hearing process if it appears they may qualify for assistance.

A list of possible resources and loan applications are provided to owners as needed and referrals are made to this agency to assist them. In hardship cases, the program has also picked up, delivered and assisted owners to complete the applications. Barriers to applying include that they must be current in their taxes and have homeowner's insurance, which many do not have and pay a fee of \$25.00 upfront with their application. Those accepted for funding must attend classes on home maintenance at the Homeownership Center training center in Utica.

-By May 2013 LPP will partner with Homeownership Center to share aggregate data from our March to the Middle inspections. This will support their program required survey of 500 homes in part of our 13501 targeted area and this survey and our data will be utilized to support targeted housing improvements in those census tracts and block groups.

-By August 2013, Homeownership will share aggregate results from its housing survey related to our March to the Middle inspections including ownership of vacant lots, current condition of housing, potential lots for community gardens.

-By August 2013, Homeownership Center and Lead Primary Prevention Project Manager will do a joint neighborhood walk/drive to examine housing/vacant properties and vacant lots in this target area to support future housing inspections/ intervention.

-By March 2014 (40) owners will have received referrals and information on Homeownership Center funding during our inspection and enforcement processes.

Weatherization through Mohawk Valley Community Action has some funding but has a backlog of cases and large waiting list. We do suggest owners try to get on the waiting list, but still require them to make repairs in a timely manner as the wait is several years.

Goal 2: Develop partnerships and Community Engagement: Partnership List

Partner	Activities	Expected Outcome
Environmental Education Associates/Mohawk Valley Community College	Offer 24 sections of 8 hr. RRP training from 4/2013-3/2014 in Rome and Utica sites	10 low income workers trained through grant 10 Veteran's trained through grant 45 property owners offered training through grant Contractors self pay for training at convenient locations
Head Start	Health Day-provide physicals, dental, lead testing to 75 families lacking medical homes with referral for medical home	75 children will be able to begin Head Start on time due to services provided. All children will be referred for ongoing medical and dental homes.
Head Start	Provide lead education packets to 800 new Head Start families	800 families with pre-K children will receive lead hazard reduction information and reminded to obtain lead testing.
Homeownership Center	Partner on use of March to the Middle aggregate data to support targeted rehabilitation of housing	500 houses will be identified for further inspection by Homeownership Center and 50 will apply for funding to make repairs in 2013-2014
Family Court Program-Utica	Provides lead education materials and Leo coloring book to children visiting center while parents attend court.	300 families will receive lead education materials, project manager is member of board.
City of Utica Codes/Rental Occupancy Permit contract	Codes enforcement officers are deputized to conduct inspections on LPP behalf and cite for Public Health Law	50 new inspections will be completed in March 2014.
City of Utica Urban & Economic Development	Information is provided on history of property as far as	60 properties that are prepared for sale by the City of Utica as a result of foreclosure will receive lead hazard information and LSWP class schedules.

		Notice & Information or Notice & Demands along with ISWP materials. Programs also collaborate on vacant housing issues.	
WUTQ Radio		Provides slot during drive in time for monthly interview on health dept issues.	At least 6 radio interviews will take place on lead issues in 2013-2014.
Neighborhood Center		Distributes lead education materials to their child care clientele & through their newsletters.	At least 400 families will receive lead education materials through this effort.
Homeownership Block Associations	Center	Provide access to owners and tenants in Cornhill, West Utica and central city through block association meeting schedule, advertising LPP seminars	3 seminars will be provided through block association meetings to discuss lead and home safety issues.
Municipal Authority	Housing	Provide ongoing lead and home safety education to residents of units throughout City of Utica using Lead & Home Safety video	Lead & Home Safety video will be shown during mandatory resident sessions at all MHA units to reduce fire and other safety hazards.
	NYS DOH-ATSDR grantee	Work with grantee to identify brownfields in high risk designated areas to support develop of safe play and planting areas.	By October 2013, complete soil testing for Kemble Park Project and 3 proposed community garden sites. Assist with development and funding of sites.
Cornell Students	Rust 2 Green	Develop partnership to have students design parks and gardens in high risk areas.	Students will complete designs for 2 community gardens by June 2013.
	Mohawk Valley Center for	-partnership to loan HEPA	-150 apartments will be pre-cleaned with the HEPA vacuum by refugee

Refugee Resources	<p>vacuum and provide supplies to vacuum apartments of all new refugee arrivals before move in.</p> <p>-partner with center to obtain funding and build 2 community garden sites with at least 150 beds to support better nutrition</p> <p>-partner with refugee staff to apply for refugee agriculture grant to manage gardens and support better nutrition for refugees</p> <p>-provide ongoing Lead & Home Safety classes to newly arrived refugees through the use of the new video.</p>	<p>center staff in 2013-2014.</p> <p>-By Fall 2013, two gardens will be funded & built with at least 150 beds.</p> <p>-grant application will be completed and submitted by refugee center by July 2013 deadline.</p> <p>-Lead & Home Safety Video will be shown to all new refugee arrivals with interpreter support to insure concepts are understood.</p>
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Proposed new partners and describe expected activities and outcomes:

New Partnerships	Proposed Activities	Expected Outcomes
Section 8/Housing Choice	<p>LPP will conduct dust clearance testing for units referred by Section 8 staff.</p> <p>LPP staff will review list provided by Section 8 and indicate any completed by LPP program quarterly.</p>	<p>30 units will complete testing and be cleared between April 2013 and March 2014. All Section 8 owners will watch Lead & Home Safety video at their annual meeting at Section 8 offices.</p>
Circles Partnership	<p>Low income residents who</p>	<p>60 families will receive lead education materials during grant cycle.</p>

	enroll in Circles training will be provided with lead education materials. LPP Project Mgr sits on planning committee.	
Food Policy Council	Promotion of Raised bed gardening to reduce lead exposures. Educate members on lead in soil issues and use of raised bed gardening.	Provide letters of support and policy support related to increasing number of community gardens and use of raised bed gardening
Cooperative Extension of Oneida County	Promote use of raised bed gardening through classes	Provide 2 classes on raised bed gardening jointly with LPP program in Spring 2013.
Community Garden Leadership Team	Promote use of raised bed gardening, promote development of community gardens in high risk areas/.	With LPP and State DOH ATSDR grant open 2 community gardens in high risk areas by Fall 2013.
Mele Corporation	Develop private funding sources to support community garden and park development	By July 2013 obtain funding for at least one community garden from a private funding source.
Family Court Childcare Centers Rome site	Provide lead education materials to families using centers in Utica and Rome.	100 families will receive lead education materials and children attending center will be given Leo the Lion coloring books.
Utica Library	Utilize their classroom for lead presentations.	Two presentations will be held at their site in Spring 2013.

-Partnership with Section 8/Housing Choice program to provide clearance dust testing-MOU attached. , Section 8 Housing Units in the high risk area will have dust tests completed to improve safety of housing.

-Partnership with New York State Department of Health Bureau of Environmental Health-ATSDR grantee for Brownfield development. Partner to develop Kemble Street Park Project and 3 community gardens in high risk designated areas to permit low income residents to learn about and grow vegetables in safe soil that is not contaminated with lead hazards. Kemble Street Park Project sampling will be completed by State DOH team with assistance of LPP, and 3 garden sites will be identified, have soil tested, and two will be built by October 2013 in high risk areas to support safer soils for gardening and food production.

- Partnership with Refugee Center to develop community gardens and agriculture training program to support refugees growing safer foods; reduce foraging of greens in unsafe areas, and promote job training and knowledge of raised bed gardening. Office for Refugee Resources grant will be completed jointly by the Refugee Center and LPP team and submitted by 7/3/2013 deadline to support funding for garden manager and raised bed gardening and agricultural training for refugees.
- Partnership with Cornell Rust 2 Green project for student support for design of park and gardens. Students will have local supervision as they complete their projects as part of partnership. With input from LPP and community partners, Cornell students will design and present garden designs for 2 gardens by May 2013.
- College Works Summer Intern Students will create 4 videos by 3/2014 including: video on development of Kemble Park Project, development of community gardens Site 1 & 2, "How To Make a Raised Bed Garden", "Kids Run Better Unleaded" video that demonstrates what lead hazards to look for when looking for a new apartment. Videos will be available on the county website and on YouTube.
- Partnership with Hamilton College to offer soil testing to owner occupied residents in high risk area beginning in July 2013 through March 2014. They will provide soil sampling and testing at no charge and provide results and suggestions for soil amelioration to owners directly. Students from Hamilton and professors will have an ongoing relationship to conduct research around lead and social issues related to low income housing beginning in June 2013 with the LPP program.

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

Childhood Lead Poisoning Primary Preventi _____

CONTRACTOR SFS PAYEE NAME: Oneida County Department of Health _____

CONTRACT PERIOD From: 4/1/2013 _____

To: 3/31/2014 _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$ 6,381.00	\$ 38,275.00	85.72%	\$ -	\$ 44,656.00
b) Fringe	\$ 3,800.00	\$ 22,789.00	85.72%	\$ -	\$ 26,589.00
Subtotal	\$ 10,181.00	\$ 61,064.00	85.72%	\$ -	\$ 71,245.00
2. Non Personal Services					
a) Contractual Services	\$ 345,763.00	\$ 36,295.00	10.50%	\$ -	\$ 382,058.00
b) Travel	\$ 2,158.00	\$ -	0.00%	\$ -	\$ 2,158.00
c) Equipment	\$ -	\$ -	0.00%	\$ -	\$ -
d) Space/Property & Utilities	\$ -	\$ -	0.00%	\$ -	\$ -
e) Operating Expenses	\$ 18,272.00	\$ -	0.00%	\$ -	\$ 18,272.00
f) Other	\$ -	\$ -	0.00%	\$ -	\$ -
Subtotal	\$ 366,193.00	\$ 36,295.00	0.00%	\$ -	\$ 402,488.00
TOTAL	\$ 376,374.00	\$ 97,359.00	20.56%	\$ -	\$ 473,733.00

C026835-3

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

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
Interpreter services		\$ 8,000.00
Media Marketing PSAs in English, Serbo-Croatian, Spanish for unsafe workpractices, print ad for newborn recruitment		\$ 6,393.00
Training 8 hr RRP classes 10 slots low income, 10 slots for Veterans, 45 slots for owners, Cultural competency training		\$ 16,380.00
Unyise Laboratory Contract for dust wipe sampling clearance exams		\$ 36,000.00
Primer stabilization project contract with Urbanyks to provide primer, 6 mil poly, and paint supplies		\$ 24,300.00
City of Utica Codes contract for codes enforcement officers to conduct inspections for program		\$ 5,000.00
Neighborhood Center contract to provide staffing for primary prevention activities		\$ 203,625.00
Staffworks to provide intern to support program goals for HEP A vacuum loaner program		\$ 7,000.00
Project Manager 26 hrs per week @\$55./hr		\$ 38,065.00
Head Start to support lead prevention health day and distribution of lead education materials to 800 new Head Start families		\$ 1,000.00
TOTAL		\$ 345,763.00

TRAVEL - TYPE/DESCRIPTION		TOTAL
travel program for travel to meetings, property owner seminars, community meetings @ .565 cents/mile		\$ 110.00
travel to Boston MA for October Lead Conference to speak on primary prevention activities		\$1,347.00
travel to Albany for annual meeting 2 days mileage, tolls, hotel 2 night 2 people, meals		\$701.00
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 2,158.00

C026835-3

ATTACHMENT C – WORK PLAN
SUMMARY

PROJECT NAME:

Childhood Lead Poisoning Primary Prevention Program

CONTRACTOR SFS PAYEE NAME:

Oneida County Health Department

CONTRACT PERIOD:

From: 04/01/13

To: 03/31/14

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

Goal 1: Identify High Risk Housing - Specific target housing (geographic areas or types of dwellings or another selected criteria) within the Communities of Concern(s).

Goal 2: Develop Partnerships and Community Engagement - Initiatives to build community support for, and assist with, the implementation of primary prevention activities.

Goal 3: Housing Intervention - Strategy(s) to identify individual properties with likely or actual lead based paint hazards.

Goal 4: Assess and Build Workforce Capacity - Identify and expand the identification and control of lead based paint hazards and the development of a workforce trained in lead safe work practices.

Goal 5: Identify and Expand Resources for Lead Hazard Control - Identify and expand funding awareness and opportunities.

On Attachment C - Workplan Detail please complete your objective, tasks and performance measures to fulfill each goal listed above.

Standard Performance Measures: The work plan should address all program requirements consistent with the state primary prevention mission, the lead elimination plan, Public Health Law and Administrative Rules and Regulations. The work plan should include quantifiable measures for local health department's primary prevention activities, with regard to identifying high-risk housing, inspection plan, partnerships and building infrastructure. Additional program guidance and instructions are provided as a separate document to assist you with the development of your work plan.

Activities indicated in the work plan should be specific, measurable, attainable, realistic, and time specific (SMART) when possible. [See list of examples at the end of the instruction document]

ATTACHMENT C – WORK PLAN
DETAIL

Goal 1: Identify High Risk Housing - Specific target housing (geographic areas or types of dwellings or another selected criteria) within the Communities of Concern(s).

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Develop, implement and continuously update housing units/special populations at high risk for environmental lead hazard in designated 'Community of Concern' to maximize impact of inspections/intervention to mitigate high risk lead exposure and monitor effectiveness of specific primary prevention activities.</p>	<p>Not Applicable</p>	<p><u>Follow instructions and add Requested narrative to the Appendix 1 of Attachment A-1.</u></p> <p>- Identify community measure(s) for each targeted area based on tools mentioned in Appendix 1 of Attachment A-1: Target Area: 13501, 13502</p> <ul style="list-style-type: none"> • Number of eligible housing units in the existing and proposed target area(s) 10,631 • Percent rental 68% • Percent owner occupied 21% • Percent public housing 5% • Percent pre-1950 95% • Cornhill, 78% West Utica • Percent pre-1960 98% • Percent pre-1970 99% • Percent vacant/abandoned 6% <p>• Number of families below the poverty level 8,080</p> <p>- Develop and submit maps of any newly selected target area and/or detail plan to build/expand capacity.</p> <p>- Briefly describe any additional activities planned to meet this objective during the contract period. (see Appendix 1)</p>	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report.</p>

**ATTACHMENT C – WORK PLAN
DETAIL**

Goal 2: Develop Partnerships and Community Engagement - Initiatives to build community support for, and assist with, the implementation of primary prevention activities.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Engage, strengthen and expand the local partnerships and building community involvement with local municipalities, agencies and community groups to provide ongoing input, assistance and, if applicable, actively participate in implementation, refinement, and evaluation of primary prevention efforts in the targeted Community Of Concern.</p>	<p>Not Applicable</p>	<p><u>Follow instructions and add requested narrative to the Appendix I of Attachment A-1.</u></p> <p>a. List proposed partners and describe any new initiatives with existing partners. Discuss how this new partnership might promote local sustainability in future years. (See Appendix 1) Examples of types of partners:</p> <ul style="list-style-type: none"> • MOUs, contracts, or other formal agreements with local government agencies specific to this Project. (see Appendix 1) • Outreach and presentations to the leadership or staff of local agencies, community-based or faith-based organizations. (See Appendix 1) • Cross training of LHD/other agency staffs. (See Appendix 1) • Other activities that directly relate to building local and community infrastructure, including informal agreements. Changes or proposed changes to local codes/ordinances. (See Appendix 1) • Legislative/executive briefings. <p><input type="checkbox"/> Planning on purchasing for the first time or additional LeadCare II</p>	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report.</p>

		<p>devices in partnership with local providers. (Note – no purchase can be made without prior NYSDOH written approval) . If checked, please specify details in Appendix I of Attachment A-1. (We have worked with our LPPP program to identify practices that would benefit and they will provide funding for this effort through their budget.</p>	
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**ATTACHMENT C – WORK PLAN
DETAIL**

Goal 3: Housing Intervention - Strategy(s) to identify individual properties with likely or actual lead based paint hazards.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Assess and improve housing conditions within targeted areas, including the inspection, notification and remediation of lead paint hazards and an appropriate mechanism for enforcement of corrective actions.</p>	<p>Not Applicable</p>	<p><u>Follow instructions and add requested narrative to the Appendix I of Attachment A-1.</u></p> <p><input type="checkbox"/> Xa. Specific housing intervention strategy remains the same or is substantially unchanged as described in the narrative description filed with the NYSDOH.</p> <ul style="list-style-type: none"> Briefly describe any minor modifications to the existing approved strategy(s) to identify individual properties with likely or actual lead based paint hazards. (see narrative in Appendix I) <p><input type="checkbox"/> b. A new or substantially modified strategy submitted.</p> <ul style="list-style-type: none"> Describe the criteria for selecting units for services 	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report</p>

		through the Project. Describe the method of notifying tenants and property owners about eligibility for program services. Discuss methods to notify property owners about known or presumed lead paint hazards in individual properties and methods to initiate correction of hazards in a lead safe manner.	
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**ATTACHMENT C – WORK PLAN
DETAIL**

Goal 4: Assess and Build Workforce Capacity - Identify and expand the identification and control of lead based paint hazards and the development of a workforce trained in lead safe work practices.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1. Promote the development and increase availability of skilled/certified workforce trained in lead safe work practices	Not Applicable	<p>Follow instructions and add requested narrative to the <u>Appendix I of Attachment A-1.</u></p> <p>a. Discuss local community's existing availability of skilled/certified lead-safe contractors. (See Appendix 1)</p> <p>b. Describe plans to provide directly and/or to disseminate information on availability of skilled/certified workforce. (See Appendix 1)</p> <p>c. Discuss specific efforts that might promote the development and increase availability of skilled and/or a certified workforce. (see Appendix 1)</p>	i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report.

**ATTACHMENT C – WORK PLAN
DETAIL**

Goal 5: Identify and Expand Resources for Lead Hazard Control - Identify and expand funding awareness and opportunities.

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OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1. Improve funding awareness and opportunities.	Not Applicable	<p><u>Follow instructions and add requested narrative to the Appendix I of Attachment A-1.</u></p> <p>a. List and summarize existing programs and grants available to assist property owners and tenants. Describe efforts to improve connecting property owners with these financial resources. (see Appendix 1)</p>	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report.</p>

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**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

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

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

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than 5 days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

**NEW YORK STATE DEPARTMENT OF HEALTH
CHILDHOOD LEAD POISONING PRIMARY PREVENTION
CONTRACTOR INFORMATION SHEET
CONTRACT EXTENSION – APRIL 2013 – MARCH 2014**

CONTRACTOR INFORMATION

Contractor: _____

Address: _____

Federal Tax Identification
Number: _____

Name of Program Contact

Person: _____

Title: _____

Telephone: _____ Fax: _____

E-Mail: _____

Name of Fiscal Contact

Person: _____

Title: _____

Telephone: _____ Fax: _____

E-Mail: _____

Amount of Grant: _____

ATTACHMENT C – WORK PLAN
SUMMARY

PROJECT NAME:

Childhood Lead Poisoning Primary Prevention Program

CONTRACTOR SFS PAYEE NAME:

Oneida County Health Department

CONTRACT PERIOD:

From: 04/01/13

To: 03/31/14

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

Goal 1: Identify High Risk Housing - Specific target housing (geographic areas or types of dwellings or another selected criteria) within the Communities of Concern(s).

Goal 2: Develop Partnerships and Community Engagement - Initiatives to build community support for, and assist with, the implementation of primary prevention activities.

Goal 3: Housing Intervention - Strategy(s) to identify individual properties with likely or actual lead based paint hazards.

Goal 4: Assess and Build Workforce Capacity - Identify and expand the identification and control of lead based paint hazards and the development of a workforce trained in lead safe work practices.

Goal 5: Identify and Expand Resources for Lead Hazard Control - Identify and expand funding awareness and opportunities.

On Attachment C - Workplan Detail please complete your objective, tasks and performance measures to fulfill each goal listed above.

Standard Performance Measures: The work plan should address all program requirements consistent with the state primary prevention mission, the lead elimination plan, Public Health Law and Administrative Rules and Regulations. The work plan should include quantifiable measures for local health department's primary prevention activities, with regard to identifying high-risk housing, inspection plan, partnerships and building infrastructure. Additional program guidance and instructions are provided as a separate document to assist you with the development of your work plan.

Activities indicated in the work plan should be specific, measurable, attainable, realistic, and time specific (SMART) when possible. [See list of examples at the end of the instruction document]

ATTACHMENT C – WORK PLAN
DETAIL

Goal 1: Identify High Risk Housing - Specific target housing (geographic areas or types of dwellings or another selected criteria) within the Communities of Concern(s).

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Develop, implement and continuously update housing units/special populations at high risk for environmental lead hazard in designated 'Community of Concern' to maximize impact of inspections/intervention to mitigate high risk lead exposure and monitor effectiveness of specific primary prevention activities.</p>	<p>Not Applicable</p>	<p><u>Follow instructions and add requested narrative to the Appendix I of Attachment A-1.</u></p> <ul style="list-style-type: none"> - Identify community measure(s) for each targeted area based on tools mentioned in Appendix I of Attachment A-1: Target Area: 13501, 13502 Number of eligible housing units in the existing and proposed target area(s) 10,631 Percent rental 68% Percent owner occupied 21% Percent public housing 5% Percent pre-1950 95% Cornhill, 78% West Utica Percent pre-1960 98% Percent pre-1970 99% Percent vacant/abandoned 6% Number of families below the poverty level 8,080 - Develop and submit maps of any newly selected target area and/or detail plan to build/expand capacity. - Briefly describe any additional activities planned to meet this objective during the contract period. (see Appendix I) 	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report.</p>

**ATTACHMENT C – WORK PLAN
DETAIL**

Goal 2: Develop Partnerships and Community Engagement - Initiatives to build community support for, and assist with, the implementation of primary prevention activities.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Engage, strengthen and expand the local partnerships and building community involvement with local municipalities, agencies and community groups to provide ongoing input, assistance and, if applicable, actively participate in implementation, refinement, and evaluation of primary prevention efforts in the targeted Community Of Concern.</p>	<p>Not Applicable</p>	<p><u>Follow instructions and add requested narrative to the Appendix I of Attachment A-1.</u></p> <p>a. List proposed partners and describe any new initiatives with existing partners. Discuss how this new partnership might promote local sustainability in future years. (see Appendix 1) Examples of types of partners:</p> <ul style="list-style-type: none"> • MOUs, contracts, or other formal agreements with local government agencies specific to this Project. (see Appendix 1) • Outreach and presentations to the leadership or staff of local agencies, community-based or faith-based organizations. (See Appendix 1) • Cross training of LHD/other agency staffs. (See Appendix 1) • Other activities that directly relate to building local and community infrastructure; including informal agreements. Changes or proposed changes to local codes/ordinances. (See Appendix 1) • Legislative/executive briefings. <p><input type="checkbox"/> Planning on purchasing for the first time or additional LeadCare II</p>	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report.</p>

	<p>devices in partnership with local providers. (Note – no purchase can be made without prior NYSDOH written approval) . If checked, please specify details in Appendix 1 of Attachment A-1. (We have worked with our LPPP program to identify practices that would benefit and they will provide funding for this effort through their budget.</p>	
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**ATTACHMENT C – WORK PLAN
DETAIL**

Goal 3: Housing Intervention - Strategy(s) to identify individual properties with likely or actual lead based paint hazards.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Assess and improve housing conditions within targeted areas, including the inspection, notification and remediation of lead paint hazards and an appropriate mechanism for enforcement of corrective actions.</p>	<p>Not Applicable</p>	<p>Follow instructions and add requested narrative to the Appendix 1 of Attachment A-1.</p> <p><input type="checkbox"/> Xa. Specific housing intervention strategy remains the same or is substantially unchanged as described in the narrative description filed with the NYSDOH.</p> <ul style="list-style-type: none"> • Briefly describe any minor modifications to the existing approved strategy(s) to identify individual properties with likely or actual lead based paint hazards. (see narrative in Appendix 1) <p><input type="checkbox"/> b. A new or substantially modified strategy submitted.</p> <ul style="list-style-type: none"> • Describe the criteria for selecting units for services 	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report</p>

		<p>through the Project. Describe the method of notifying tenants and property owners about eligibility for program services. Discuss methods to notify property owners about known or presumed lead paint hazards in individual properties and methods to initiate correction of hazards in a lead safe manner.</p>	
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**ATTACHMENT C – WORK PLAN
DETAIL**

Goal 4: Assess and Build Workforce Capacity - Identify and expand the identification and control of lead based paint hazards and the development of a workforce trained in lead safe work practices.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Promote the development and increase availability of skilled/certified workforce trained in lead safe work practices</p>	<p>Not Applicable</p>	<p><u>Follow instructions and add requested narrative to the Appendix I of Attachment A-1.</u></p> <p>a. Discuss local community's existing availability of skilled/certified lead-safe contractors. (See Appendix 1)</p> <p>b. Describe plans to provide directly and/or to disseminate information on availability of skilled/certified workforce. (See Appendix 1)</p> <p>c. Discuss specific efforts that might promote the development and increase availability of skilled and/or a certified workforce. (see Appendix 1)</p>	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report.</p>

**ATTACHMENT C – WORK PLAN
DETAIL**

Goal 5: Identify and Expand Resources for Lead Hazard Control - Identify and expand funding awareness and opportunities.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Improve funding awareness and opportunities.</p>	<p>Not Applicable</p>	<p><u>Follow instructions and add requested narrative to the Appendix I of Attachment A-1.</u></p> <p>a. List and summarize existing programs and grants available to assist property owners and tenants. Describe efforts to improve connecting property owners with these financial resources. (see Appendix 1)</p>	<p>i. Performance Measures will be based on submission of: monthly inspection totals, quarterly reports, MS-Access database reviews and year-end report.</p>

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

ADMINISTRATION

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

October 21, 2013

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

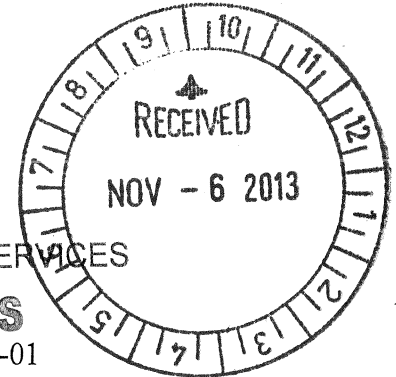
FN 20

13-386

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: HRI Contract No.: 4694-01



Dear Mr. Picente:

Attached are three (3) copies of an Agreement between Oneida County through its Health Department – Cancer Services Program and Health Research, Inc.

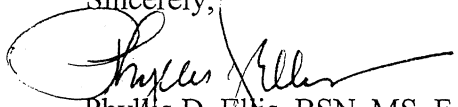
The Cancer Services Program (CSP) oversees the delivery of comprehensive breast, cervical and colorectal cancer screening and diagnostic services to eligible uninsured and underinsured individuals in New York State through local cancer screening program contractors. Each individual cancer screening program contractor develops relationships with regional providers (hospitals, clinics, health care providers) and community based organizations to collaboratively conduct outreach to priority populations, provide screening, diagnostic and case management services, quality assurance, public education, and data management, as well as other activities outlined in this manual. The contractor and its partners also assist individuals diagnosed with breast, cervical, colorectal or prostate cancer in obtaining prompt, comprehensive treatment through the New York State Medicaid Cancer Treatment Program (MCTP), if eligible. Eligible individuals may receive full Medicaid coverage for the duration of their cancer treatment. NYSDOH does not support routine population based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through participating providers are eligible for treatment coverage through the MCTP.

The term of this Agreement shall commence on July 1, 2013 and remain in effect through June 29, 2014. Reimbursement to Oneida County is in the amount of \$134,706 and is 100% state funded.

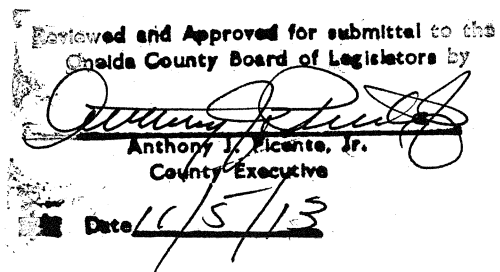
This is not a program mandated by Public Health Law.

If this Agreement meets with your approval, please forward to the Board of Legislators. The reason this Agreement is being forwarded for signature after the commencement date is due to delays in processing.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry



Oneida Co. Department: Public Health

Competing Proposal

Only Respondent

Sole Source RFP

Other

ONEIDA COUNTY BOARD OF LEGISLATORS

NAME AND ADDRESS OF VENDOR: Heather Elden
Contract Administrator
Health Research, Inc.
Riverview Center
150 Broadway, Suite 560
Menands, New York 12204

SUMMARY STATEMENT: The Cancer Services Program (CSP) oversees the delivery of comprehensive breast, cervical and colorectal cancer screening and diagnostic services to eligible uninsured and underinsured individuals in New York State through local cancer screening program contractors. Each individual cancer screening program contractor develops relationships with regional providers (hospitals, clinics, health care providers) and community based organizations to collaboratively conduct outreach to priority populations, provide screening, diagnostic and case management services, quality assurance, public education, and data management, as well as other activities outlined in this manual. The contractor and its partners also assist individuals diagnosed with breast, cervical, colorectal or prostate cancer in obtaining prompt, comprehensive treatment through the New York State Medicaid Cancer Treatment Program (MCTP), if eligible. Eligible individuals may receive full Medicaid coverage for the duration of their cancer treatment. NYSDOH does not support routine population based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through participating providers are eligible for treatment coverage through the MCTP.

DATES OF OPERATION: July 1, 2013 through June 29, 2014

TOTAL FUNDING REQUESTED: \$134,706

NEW RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: 100% state funded. HRI Contract No. 4694-01

Expense Account: A4090.495

Revenue Account: A3451

AGREEMENT

This Agreement, made this 21st day of Aug, 2013 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Merands, NY 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Adirondack Bank Building
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 5U58DP00387902, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Integrated Breast, Cervical and Colorectal Cancer Screening Program

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date": 07/01/2013

"Contract End Date": 06/29/2014

"Total Contract Amount": \$269,412 "Maximum Reimbursable Amount": \$134,706

"HRI Project Director": Wallace, Dr. Barbara

"Required Voucher Frequency": Monthly

"HRI Contract Number": 4694-01

"Catalog of Federal Domestic Assistance Number": 93.283 ("This contract is "Federally" funded.")

"Budget Flexibility Percentage": 0 %

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

Exhibit A - "Scope of Work"

Exhibit B - "Budget"

Exhibit C - Reporting/Vouchering Instructions

Attachment A - "General Conditions for HRI Contracts"

Attachment B - "Program Specific Clauses" (if checked)

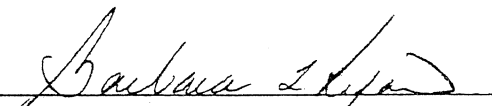
Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc.

Oneida County through the Health Department

Federal ID: 15-6000460-


Name: Barbara L. Ryan
Title: Executive Director

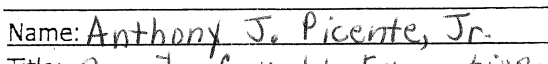

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

EXHIBIT A

Integrated Breast, Cervical and Colorectal Cancer Screening Program

Scope of Work

Program Overview

The Cancer Services Program (CSP) oversees the delivery of comprehensive breast, cervical and colorectal cancer screening and diagnostic services to eligible uninsured and underinsured individuals in New York State through local cancer screening program contractors. Each individual cancer screening program contractor develops relationships with regional providers (e.g., hospitals, clinics, health care providers) and community-based organizations to collaboratively conduct outreach to priority populations, provide screening, diagnostic and case management services, quality assurance, public education, and data management, as well as other activities outlined in this manual. The contractor and its partners also assist individuals diagnosed with breast, cervical, colorectal or prostate cancer in obtaining prompt, comprehensive treatment through the New York State Medicaid Cancer Treatment Program (MCTP), if eligible. Eligible individuals may receive full Medicaid coverage for the duration of their cancer treatment. NYSDOH does not support routine population-based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through participating providers are eligible for treatment coverage through the MCTP.

NYSDOH CSP Definitions

CSP Contractor ('contractor')

A contractor is the legal entity with which NYSDOH enters into a contract to coordinate, implement and manage a local CSP across its entire service area. NYSDOH funds contractors across the state to promote evidenced-based cancer screening at the population level and provide appropriate screening services to eligible populations. NYSDOH CSP contractors hold responsibility for all contract activities outlined in Chapter 2 ("Required Activities and Standards"), including those performed by subcontractors. Contractors ensure all required activities and contractual obligations are met in a timely manner and are the primary contact for the NYSDOH. CSP contractors receive a combination of funding from the federal Centers for Disease Control and Prevention (CDC) National Breast and Cervical Cancer Early Detection Program (NBCCEDP) and NYS to reimburse health care providers for eligible clinical services. CSP contractors provide services in every county of NYS.

CSP Partners ('partners')

Contractors are expected to accomplish required activities through development of relationships with community organizations and health care providers located throughout the service area. Partners work with the CSP contractor to implement the required contract activities and to provide and promote utilization of cancer screening services at the population level and among eligible populations. Community partners can identify barriers to services for their local population and design effective strategies to overcome these barriers. Community partners are more likely to support interventions they themselves have helped develop.

Partners can help CSP contractors reach their goals by:

- expanding and maximizing resources
- coordinating program activities
- identifying approaches and resources to overcome obstacles to the provision of cancer screening and diagnostic follow-up for the CSP priority populations
- using their relationships to identify, educate and move community members to cancer screening services
- promoting the delivery of breast, cervical and colorectal cancer screening.

Partners include:

- community organizations (such as service clubs, senior services programs, libraries, faith-based organizations, community centers, chambers of commerce)
- health care providers in a variety of settings (hospitals, community health centers, local health departments, federally qualified health centers, clinics, family planning providers, primary care providers, specialists)
- local businesses (media representatives, beauty salons and barbershops)
- health-related organizations (American Cancer Society, Avon Foundation, Susan G. Komen for the Cure)
- Public service representatives (elected officials, local health departments)

Partners assist with implementation of required activities as appropriate to the mission and role of their organizations. Partners may provide a valuable source of services, promote the screening programs, and add in-kind resources.

CSP Providers ('providers')

CSP providers are defined as health care providers who have been credentialed and approved by the NYSDOH CSP to provide screening and diagnostic services to CSP clients. CSP contractors are responsible for recruiting providers that adequately address the local CSP's needs for breast, cervical and colorectal cancer screening, diagnostic services, and treatment and referral. To facilitate referral to the MCTP for prostate cancer, contractors should also recruit health care providers and facilities that may screen and/or diagnose men.

CSP Clients ('clients')

CSP clients are defined as eligible men and women who receive at least one CSP-reimbursed breast, cervical or colorectal cancer screening or diagnostic service.

In general, the eligible populations screened through the local CSP, and for whose clinical services the NYSDOH CSP reimburses, include women ages 40 and over and men ages 50 and over who are uninsured or underinsured. As defined by NYS Public Health Law 2405.1, these are persons who are age-appropriate for breast, cervical and/or colorectal cancer screening and who have inadequate access and/or financial resources to obtain cancer screening and detection services. This includes persons who lack health insurance, persons whose health insurance coverage is inadequate, or those who cannot meet their deductible obligations for purposes of accessing coverage under their health insurance.

CSP Priority Population (priority population)

"CSP priority population" refers to sub-groups of the eligible population who are disproportionately affected by breast, cervical or colorectal cancers and who, as a result, are of special concern to the NYSDOH CSP. These populations are the focus of outreach, recruitment and screening efforts. Priority populations include:

- uninsured and underinsured persons ages 50-64
- women ages 40 and over who are rarely or never screened for cervical cancer – defined as those who have never had Pap tests or have not had Pap tests within the past five years
- the medically unserved or underserved including, but not limited to, individuals who experience barriers to services due to race, ethnicity, disability, sexual orientation, gender identity, socio-economic status; cultural isolation and/or geographic location

CSP Contractor Staff

Personnel who perform one or more of the key staffing functions under the NYSDOH CSP contract are referred to as CSP contractor staff. CSP contractors are required to hire, train and retain staff to perform or subcontract for provision of the key staffing functions of program coordination, public education and targeted outreach, case management, intake/eligibility, data management and fiscal management. Contractors may subcontract components of the scope of work (e.g., Public Education and Targeted Outreach), but it is required that the contractor at least 51% of the infrastructure contract within the grantee organization. The lead organization (contractor) will have overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for the NYSDOH.

NYSDOH CSP Staff

The NYSDOH CSP staff provides oversight and guidance to CSP contractors through programmatic, administrative, clinical and fiscal monitoring and technical assistance, public and provider education regarding cancer prevention and early detection, and assistance implementing effective outreach to the eligible priority populations. Additionally, NYSDOH CSP staff work with CSP contractor staff to ensure that individuals with abnormal screening results receive follow-up and case management as needed and that quality clinical services are provided by the local CSPs through credentialing activities and a quality assurance program. The NYSDOH Cancer Screening Research and Evaluation Unit (a.k.a. Data Unit) provides data management support and monitors and assesses program data for NYSDOH CSP staff and CSP contractors.

NYSDOH CSP Regional Managers work with the CSP contractors to provide oversight, monitoring and technical assistance regarding all aspects of contract implementation and management. CSP Regional Managers are the first point of contact for all contract questions including billing, vouchers, eligibility, reimbursement, work plans, budgets, reporting requirements and implementation of all required activities. NYSDOH CSP staff is substantially involved in the program activities, above and beyond routine grant monitoring.

NYSDOH Cancer Services Program staff activities include but are not limited to:

- establishing program policies and guidelines
- collaboration with national and statewide partners and organizations to promote and provide comprehensive, guideline-concordant, breast, cervical, and colorectal cancer screening services among age-appropriate populations in the state

- facilitating the exchange of information and coordination, collaboration, and service integration between contractors and chronic disease counterparts
- provision of ongoing guidance, consultation and technical assistance to support planning, implementation, monitoring, and evaluation of the activities listed within the Scope of Work
- monitoring contractor progress in implementation of the program and working with contractors through email, conference calls, and site visits, and review of progress reports and other data reports to support program progress and program improvement
- convening trainings, capacity building exercises, meetings, web forums, conference calls, and site visits with contractors
- providing relevant research findings, scientific research, public health recommendations, and up-to-date clinical guidelines related to the program Scope of Work
- design, implementation, and evaluation of screening promotion and screening provision activities
- provision of strategies to work effectively with health care systems and other organizations to improve the implementation of activities
- use of clinical data submissions to develop regular data monitoring feedback reports that support data use for quality assurance, program improvement, and program monitoring and evaluation
- evaluation, monitoring, and reporting on progress toward meeting performance standards, using interim progress reports, end of year reports, MDE reports, and others

Cancer Survivorship

Due to early detection and improved treatments, it is estimated that nearly 800,000 New Yorkers have survived cancer. A cancer survivor is defined as an individual living with cancer, from the time of diagnosis through the remaining years of life. Numerous organizations offer services for cancer survivors, their caregivers and their families that address a wide range of issues, including medical, emotional, psychosocial, financial and legal needs. These supportive services are offered in a variety of formats across NYS.

The NYS Medicaid Cancer Treatment Program (MCTP)

In addition to screening services, the local CSP secures provision of diagnostic and case management services, and assists eligible men and women diagnosed with cancer in obtaining Medicaid coverage through the NYS MCTP. Since 2002, the MCTP has provided full Medicaid coverage for the entire period of cancer treatment, for eligible men and women diagnosed with breast cancer and for women diagnosed with cervical cancer, or a pre-cancerous breast or cervical condition. The Federal government and NYS administer funding for the MCTP for women diagnosed with breast or cervical cancer. In 2006, the NYS legislation that created this program was expanded to cover treatment for colorectal and prostate cancers or a pre-cancerous colorectal or prostate condition. Coverage for colorectal cancer began April 1, 2007 and coverage for prostate cancer began October 1, 2007. The NYSDOH CSP does not provide reimbursement for prostate cancer screening or diagnostic services, nor does the NYSDOH CSP support routine population-based prostate cancer screening. However, the local CSP can enroll eligible men, who are screened and/or diagnosed with prostate cancer by a current CSP credentialed provider and who are in need of prostate cancer treatment, in the MCTP.

Public Health Insurance Programs

The NYSDOH places a high priority on identifying individuals who may be eligible for Medicaid, Family Health Plus, or other public insurance programs so they can have access to a primary care physician and payment source for all of their health care needs. Many CSP clients may be eligible for additional healthcare benefits if they are enrolled in public insurance programs. Local CSPs play an essential role in identifying these individuals, providing current information about public insurance programs and directing them to appropriate contacts for possible enrollment.

NYSDOH provides local CSPs with contact information for public health insurance programs. Likewise, uninsured individuals who are not eligible for public health insurance programs will be directed to local CSPs by public insurance program enrollers for needed cancer screening services.

NYS Tobacco Control Integration

The NYSDOH Tobacco Control Program (TCP) implements evidence-based and promising strategies to prevent and reduce tobacco use. The TCP has worked to effectively increase access to cessation services and motivate smokers to try to quit through the implementation of a multi-pronged cessation approach in NYS.

Effective April 1, 2010, as required by the CDC, the NYSDOH requires local CSPs to implement activities to ensure all CSP clients, at time of intake, are assessed for smoking status, and if applicable, referred to the NYS Smokers' Quitline, 1-866-NY-QUITS (1-866-697-8487). It is recommended that all CSP clients, regardless of smoking status, be sent NYS Quitcards.

NYSDOH provides local CSPs with the contact list for the TCP statewide Cessation Centers, who will work with CSP providers and health-care organizations to implement systems to screen patients for tobacco use and prompt providers to offer advice and assistance to quit.

Expectations of the Project

Contractors will promote comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations in their service region. They will also coordinate the provision of integrated cancer screening services to eligible individuals, with an emphasis on priority populations.

The eligible population, priority populations and integrated cancer screening services are defined as:

- *Eligible Population* – Eligibility is based on client income, health insurance status, age and other personal criteria such as risk status. Individuals meeting all the criteria are eligible to receive services. These criteria are:
 - Individuals whose household income is at or below 250% of the Federal Poverty Guideline (FPG) or who live above 250% of the FPG but attest, on a client consent form, they are unable to afford the cancer screening services offered by the program. Individuals who are uninsured or underinsured. These are individuals who lack health insurance, whose health insurance does not cover cancer screening services, or who cannot meet their deductible obligations (including monthly spend down or co-payments) for purposes of accessing coverage under their health insurance and who attest, prior to services being performed, that they are unable to proceed with cancer screening because of these financial obligations.
 - Women aged 40 and older are able to receive breast and cervical cancer screening. Men and women aged 50 and older are able to receive colorectal cancer screening. Other criteria, such as family history, also contribute to screening eligibility. For example, women under age 40 determined to be at high risk or with clinically

significant findings for breast cancer may be eligible for breast cancer screening through the program. Similarly, men and women younger than 50 years old at increased risk for colorectal cancer may be eligible for screening. Men at higher risk for breast cancer based on a personal or family history of breast cancer, who are currently experiencing breast symptoms and who also meet all other eligibility criteria, may be eligible for the program.

A full description of the eligibility criteria and the client consent form may be found in the CSP, Operations Manual.

- *Priority Populations* – The term priority populations refers to sub-groups of the eligible population who are disproportionately affected by breast, cervical and colorectal cancer. These priority populations include:
 - Individuals ages 50 to 64;
 - Women aged 40 and over who are rarely or never screened for cervical cancer (those women who have never had a Pap test or have not had a Pap test within the last 5 years); and,
 - Individuals who are medically unserved or underserved including, but not limited to, individuals who experience barriers to services due to race, ethnicity, age, disability, sexual orientation, gender identity, socio-economic status; cultural isolation and/or geographic location.
- *Integrated Cancer Screening Services* – The provision of all appropriate cancer screening services for which an individual is eligible. For example, women aged 50 years and older who meet the program eligibility criteria will be provided comprehensive, guideline concordant breast, cervical and colorectal cancer screenings.

In anticipation of the implementation of PPACA, incremental changes may be made to the scope of work over the award period to gradually reduce the emphasis on provision of screening and diagnostic services to eligible uninsured and underinsured men and women with a resulting increase in the implementation of evidence-based policy, systems and environmental change strategies to promote cancer screening on a population level. Contractors will be expected to demonstrate definitive, annual progress toward implementation of such activities.

Contractors are required to implement, manage and oversee across the entire service region for which they are applying the activities listed below under the guidance of the NYSDOH and in accordance with the Cancer Services Program Operations Manual. It is anticipated that successful applicants will be able to meet or exceed Program Performance Measures. (see below)

Successful applicants will be provided with and should plan for a start-up period to allow sufficient time to hire staff to fulfill required functions, develop and implement operational systems and assist with the transition of clients from former contractors serving the same region, as applicable. It is anticipated that this start-up period will begin on July 1, 2013 and end no later than October 31, 2013. Under the direction of the NYSDOH, contractors will complete all transition and start-up activities prior to initiation of cancer screening services, per the "Contractor Start-up Checklist" provided as Attachment 9.

Applicants may subcontract components of the scope of work (e.g., Public Education and Targeted Outreach), but it is required that the applicant retain a majority of the work in dollar value (at least 50%) of the infrastructure contract within the applicant organization. For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants should note that the lead organization (contractor) will have

overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for the NYSDOH.

Required Activities

1. Program Management and Leadership

The lead organization (contractor) will have overall responsibility for all contract activities and will be the primary contact for the NYSDOH. They will coordinate and administer the program to ensure that all required activities are implemented and that contractual obligations are met in a timely manner. The lead organization will also ensure that any barriers to implementation of the required activities are promptly addressed to reduce potential effects on program performance. In addition, the lead organization will:

- Under the direction of the NYSDOH, complete all transition and start-up activities per the Contractor Start-up Checklist, to be provided by the NYSDOH. All transition and start-up activities should be initiated beginning July 1, 2013 and completed no later than October 31, 2013.
- Under direction of the NYSDOH, assist with the transition of clients from former contractors serving the same region to ensure existing clients are offered timely screening and diagnostic services, referrals to treatment and assistance enrolling in the MCTP, as needed.
- Serve as the point of contact with community members, providers, partners and other organizations in the service region.
- Manage the day-to-day operations of the local screening program.
- Monitor, review and revise activities according to monthly performance measure reports, budget monitoring tool and other performance indicators. (see below)
- Submit, in a timely manner, complete and accurate annual work plans, budgets, semi-annual reports and other deliverables, as required by the NYSDOH.
- Ensure a qualified staffing structure, addressing all functions as described in the section Required Staff and Key Functions and systems to recruit, hire and train staff in a timely manner. Ensure that proposed staff covering required staffing and key functions are hired within a timely period upon initiation of contract. Staff should be trained and fully operational by the fourth month of the contract period.
- Ensure that the service region has sufficient Designated Qualified Entities (DQEs) – individuals authorized to complete applications for enrollment in the Medicaid Cancer Treatment Program – to meet the needs of the client population.
- Submit, in a timely manner, contact information for key staff as requested by NYSDOH to ensure that the CSP database, public website and toll-free recruitment phone line database are accurate and up-to-date. This information is maintained by the NYSDOH to facilitate communication with and between contractors, as well as to provide contact information for statewide promotion of the program conducted by NYSDOH.
- Ensure that all staff attends NYSDOH-sponsored trainings and contractor meetings as directed.
- Participate in annual comprehensive contract monitoring site visits, as requested and directed by the NYSDOH.
- Implement reciprocal referral systems whereby clients are directed to Facilitated Enrollers for possible enrollment in Medicaid, Family Health Plus or other public insurance

programs and clients not eligible for public insurance programs are directed to the participating providers for needed services.

- Collect and submit, via a performance management tracking system, information and data regarding program implementation and short term and long term outcomes as required by the NYSDOH. When available, the performance management tracking system will be provided by the NYSDOH.
- Under the direction of the NYSDOH, participate in and/or coordinate the planning and implementation of local sustainability activities to increase public support for the local screening program including but not limited to media/promotional activities (letters to the editor, newspaper articles, etc.), educational visits to inform community members and decision makers about the impact of cancer, the unmet need and how the local program addresses the problem in the community. Educational messages will be provided by NYSDOH.
- Under the direction of the NYSDOH, oversee the implementation of policy, systems and environmental change strategies to promote cancer screening among age-appropriate populations across the state.
- Under the direction of the NYSDOH, oversee and coordinate close out activities at the end of the grant period to ensure the smooth transition of clients and continuity of care, as well as complete data management and provider reimbursement.

2. Partnering, Coordination and Collaboration

The lead organization will build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services at the population level and among the eligible populations throughout the proposed service region. The lead organization will:

- Collaborate with and actively engage organizations and individuals, throughout the service region, with the knowledge, skills and resources to reach the eligible and priority populations to assist in implementing all required activities. Such organizations should include key strategic partners (e.g., American Cancer Society, Susan G. Komen for the Cure, local health departments, NYS Cancer Consortium members, health care systems and providers) and may include public and private businesses, service and social groups, faith-based organizations, non-profit organizations, medical institutions, medical care providers, government agencies, media, Federally Qualified Health Centers, worksites, groups serving individuals with cancer and their families, cancer survivor organizations and others.
- Develop and implement a plan to regularly communicate with partners and providers about program services and operations. Such communication may be in writing, via phone, webinar and in-person meetings.
- Engage partners to assess needs, conduct education, and develop, implement and evaluate comprehensive plans for outreach and in-reach recruitment activities to build demand for and provide screening services for eligible priority populations throughout the service region.
- Ensure that relationships are developed between providers and community organizations to establish referrals for client services not reimbursed through the Cancer Services Program (e.g., child care, transportation, medical equipment).
- Over the course of the grant period and under the guidance of the NYSDOH:
 - Collaborate with and actively engage partners to increase awareness of effective policy, systems and environmental (PSE) change intervention approaches, such as

those outlined in the Centers for Disease Control and Prevention's Guide to Community Preventive Services (<http://www.thecommunityguide.org/index/html/>), that support cancer screening promotion and provision activities.

- o Facilitate planning processes to identify, develop and plan PSE interventions which build demand for cancer screening, especially among priority populations, throughout the service region; and,
- o Ensure active contractor, partner and provider support for the NYS Comprehensive Cancer Control Plan goals and activities; collaborate with other organizations on common goals regarding cancer prevention and detection. The NYS Cancer Control Plan can be accessed by visiting <http://www.nyscancerconsortium.org/>.

3. Public Education, Targeted Outreach and In-reach

The lead organization will engage partners to implement evidence-based or evidence-informed strategies to promote the program, build public demand for cancer screening services, and identify eligible clients in priority populations, throughout the service region. In addition, the lead organization will ensure and coordinate implementation of client oriented screening interventions and strategies as outlined in the Centers for Disease Control and Prevention Guide to Community Preventive Services (<http://www.thecommunityguide.org/index/html>) and the National Cancer Institute's Cancer Control PLANET (<http://cancercontrolplanet.cancer.gov/>). The lead organization will also:

- Use data to identify and locate eligible priority populations throughout the service region to target and prioritize public education, outreach and in-reach efforts. It is expected that at least 75% of clients screened through the program will be ages 50 through 64.
- Ensure implementation of effective strategies for educating members of priority populations about the importance of early detection and screening for breast, cervical and colorectal cancer.
- Ensure the delivery of clear and consistent messages about breast, cervical and colorectal cancer screening to increase the public demand for cancer screening and promote the availability of the local screening program. Such messages should be written at appropriate reading levels for those with low health literacy skills, with guidance, review and approval from NYSDOH and should include use of traditional and digital media, letters to the editor, etc.
- Collaborate with patient navigators, community health workers or other partners to provide one-on-one education to increase knowledge or influence attitudes and beliefs regarding the need for cancer screening.
- Ensure collaboration with community partners to offer and/or provide group education sessions to community groups and organizations to provide education regarding the need for screening, intention to be screened, risk/benefits of screening and appropriate screening intervals.
- Ensure strong relationships are built and developed with local media organizations.
- Coordinate partner participation in promotion and outreach activities (e.g., Main Streets Go Blue, cancer awareness month activities, other community events) as provided and directed by NYSDOH.
- Coordinate education of local decision makers, community leaders and members of the public. Provide data, facts and client/personal stories for use by partners in these activities.

- Work with partners to enlist businesses and employers throughout the service region to promote cancer screening.
- Recruit community programs working with cancer survivors to encourage survivors to be screened.
- Ensure collaboration with existing chronic disease programs in the service region to conduct joint outreach and recruitment, and to promote clinical preventive services.
- Ensure implementation of cancer screening and/or mobile mammography (where available) events to increase access to cancer screening, diagnosis and treatment services.
- Ensure the implementation of in-reach strategies within and among participating health care systems and providers to identify individuals in need of screening for breast, cervical and/or colorectal cancer for potential enrollment in the program. Examples of in-reach strategies that may be used are listed in 3a, below.

4. Provision of Health Services: Screening, Diagnostic and Case Management Activities

The lead organization will develop a network of medical care providers throughout the service region to provide eligible men and women with comprehensive, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, and, when necessary, ensure access to treatment services. The lead organization will:

- Recruit and maintain a comprehensive provider network able to provide high-quality, evidence-based breast, cervical and colorectal cancer screening services to the eligible population throughout the service region.
- Ensure that written provider agreements are obtained from all network providers within two months of initiation of contract. As part of this process, secure assurance and commitment from clinical providers to accept the rates in the Maximum Allowable Reimbursement Schedule as payment in full for services rendered.
- On an ongoing basis, ensure that there are sufficient numbers and types of providers in the network to meet the needs of the eligible population for comprehensive and timely cancer screening and diagnostic services.
- Ensure network providers are licensed and appropriately qualified and credentialed, without restrictions related to providing cancer screening services, as directed by the NYSDOH.
- Establish and monitor systems for:
 - Conducting intake activities and program eligibility assessment for new clients for guideline-concordant breast, cervical and colorectal cancer screening. This may be accomplished through a centralized, decentralized, or combined centralized and decentralized intake model. In a centralized intake model, lead organization staff identify potential clients and act as the first point of contact, assess eligibility, conduct client intake, complete intake forms, schedule appointments and conduct other related administrative tasks. In a decentralized intake model, client identification, eligibility assessment, intake, form completion, scheduling and other administrative tasks take place at many different sites including the lead organization, individual providers, partner organizations, etc. Additional consideration will be given to applicants proposing a more centralized process where the majority of intake is done at a central location and not primarily dispersed among participating providers. Intake systems will include provisions for ensuring client information and signed consent forms, as required by NYSDOH, are

obtained prior to the provision of services. Eligibility assessment systems will include documentation that eligibility criteria have been reviewed for each client. It is expected that at least 75% of clients screened through the program will be ages 33 through 64.

- Recalling existing clients for rescreening at appropriate intervals.
- Reporting the results of screening and diagnostic testing to the NYSDOH in a timely manner, as outlined in the Program Performance Measures (listed below) and the Operations Manual.
- Referring clients in need of treatment for breast, cervical or colorectal cancer for enrollment in the Medicaid Cancer Treatment Program (MCTP). Referring men meeting program eligibility criteria and screened and/or diagnosed with prostate cancer by network providers for enrollment in the MCTP. It is expected that 100% of the MCTP eligible clients will be enrolled in the MCTP. *Note: The NYSDOH does not currently support routine population-based screening for prostate cancer and, therefore, does not reimburse for prostate cancer screening.*
- Ensure that men and women with abnormal screening results are assessed for their need for case management services and ensuring such services are provided to those in need. Case management involves working with partners and community resources to assist clients in overcoming barriers to timely diagnostic and treatment services. Case management may be accomplished through a centralized process (lead organization hiring dedicated case management staff), a decentralized process (lead organization working with staff of network providers) or a combination of both. Case management activities include:
 - Ensuring men and women in need of follow-up receive comprehensive, coordinated care in a timely manner, as indicated in the Program Performance Measures (listed below), based on their individual needs.
 - Ensuring individual written care plans, including periodic reassessment and follow-up of the client's needs throughout the duration of care, are developed, implemented and evaluated for client satisfaction.
 - Developing relationships with community organizations that provide resources to address barriers individuals may encounter during diagnosis, evaluation and treatment.
- Ensure that network providers are committed to treat men and women diagnosed with breast, cervical or colorectal cancer, or precancerous cervical lesions, who do not qualify through the MCTP, regardless of the client's ability to pay.
- Ensure that only eligible clients receive program services. Clearly communicate program eligibility guidelines to all providers in the network.
- Participate in all quality assurance, data collection and reporting requirements set by NYSDOH. Cooperate fully with the NYSDOH quality assurance team to identify providers with potential quality concerns, explore reasons for unusual data patterns, and remediate providers' clinical and/or data reporting deficiencies in a timely manner.
- Promptly communicate program changes (e.g., eligibility, guidance, practices and policies), professional development opportunities and other issues related to program services and requirements to clinical providers, laboratories, imaging facilities and partners, as directed by NYSDOH.
- Ensure that providers submit all required forms, data and records in a timely manner.

- Assure that qualified personnel are available to provide clinical oversight for the interpretation of reports and medical records, conduct risk assessment to determine client eligibility, and ensure adherence to guideline-concordant care.

5. Data Management

Data management is integral to the monitoring and evaluation of the program. The lead organization will oversee the collection of all data required by the NYSDOH. The lead organization will:

- Ensure that all NYSDOH-required data and associated documentation (e.g., client demographics, screening and diagnostic services information, treatment information) for clients screened by participating providers and for whom reimbursement is requested, are collected in a timely manner, using NYSDOH forms and the on-line, secure data system*.
- Ensure the timely submission of all required client data via the NYSDOH on-line secure data system*, consistent with the NYSDOH 90 day reimbursement policy (as stated in the Operations Manual posted along with this RFA.
- Ensure that sufficient staff is trained to enter and manage clinical data on the data system. Participation in NYSDOH sponsored data trainings are required for all new staff and required for experienced staff as necessary or as directed by NYSDOH.
- Conduct training and follow-up with participating providers, as needed, to ensure the timely and appropriate submission of all required forms and data.
- Promptly obtain missing or corrected information from providers and forward the information to NYSDOH.

**Note: The NYSDOH maintains a secure on-line, real-time data entry system through a contract with Indus Consultancy Services, Inc. (referred to as the Indus system or Indus). Contractors enter screening, diagnostic, treatment and demographic information into this system for men and women who are provided screening services. This internet-based system facilitates timely provider reimbursement and patient tracking and follow-up, improves the quality of data collected, and helps reinforce program procedures. On-line data queries and reports are available for contractors' use to monitor performance.*

6. Fiscal Management

The lead organization will be responsible for all fiscal management activities. The lead organization will:

- Within the funding amounts set by the NYSDOH, establish fiscal and operational systems to ensure that clinical and laboratory services are provided throughout the full program year. This may be done by establishing monthly client volumes for provision of services by participating network providers.
- Submit the required NYSDOH budget monitoring tool on a monthly basis (tool to be provided upon contract execution).

- Monitor the infrastructure budget to ensure that funds are expended in an appropriate manner. Prepare and submit budget modifications if necessary and in accordance with NYSDOH practices.
- On a monthly basis, prepare the budget report of expenditures and submit vouchers to the NYSDOH to ensure prompt reimbursement. Provide back-up documentation for voucher expenditures at the request of NYSDOH. Such documentation may include copies of all receipts, invoices, bills, payroll records, etc. to substantiate all personnel and other than personnel charges.
- Respond to inquiries from participating providers to reconcile payment for services rendered.
- For underinsured clients, ensure that all providers are aware of and conform to client eligibility, data submission, and billing guidelines, in accordance with the CSP Operations Manual Eligibility Section III.
- On a monthly basis, prepare and submit clinical service vouchers to the NYSDOH and HRI to ensure prompt reimbursement of health care providers and clinical laboratories for clinical services rendered, per the MARS.
- Ensure that systems are in place to receive reimbursement for clinical and laboratory services from the NYSDOH and HRI and send checks with appropriate documentation of the eligible services rendered to credentialed providers and clinical laboratories within 14 to 21 business days after receiving payment from NYSDOH and/or HRI.

Required Staff and Key Functions

Contractors will propose a staffing plan and infrastructure that fully addresses the lead organization's ability to implement all required activities as defined in the Scope of Work above. The staffing plan should also address staff recruitment, training and retention practices. Lead organization staff and subcontractors should have the appropriate education and professional credentials and competencies to effectively carry out the required activities. At the lead organization, staff should be at a level to affect decision-making related to the contract. Salaries should be commensurate with the level of education and experience required of the positions.

Note: If a vacancy occurs (resignation, maternity leave, medical leave, etc.), it is the responsibility of the lead organization to cover extended absences and to ensure contract work is completed. Staff fulfilling the roles of the Program Coordinator and other key functions should have the ability to serve and travel to all areas of the service region.

The staffing plan is expected to include the following required Program Coordinator position, as well as positions that fulfill the functions below. One appropriately qualified staff person may be responsible for multiple functions; but all functions should be addressed.

1) Required Staff

a) Program Coordinator

The lead organization will employ a professional position, recommended at a minimum .50 FTE, for a Program Coordinator; exceptions to the recommended minimum FTE will be considered with appropriate justification.

This individual should have a function within the lead organization that reflects professional and leadership status. The Program Coordinator will serve as the primary point of contact with the

NYSDOH and is expected to attend all trainings and meetings convened by NYSDOH. This individual will also serve as the primary point of contact for all subcontractors, partners, and providers for all contract activities and communications. In addition, the Program Coordinator will ensure that all required activities, as listed in the Scope of Work, are implemented and will have primary responsibility for all activities listed in the Program Management and Leadership, and Partnering, Coordination and Collaborations sections. The Program Coordinator should demonstrate the ability to motivate and inspire others, convey knowledge and enthusiasm for the program to partners, communicate effectively within the community and with regional and state partners, and plan and implement effective activities to promote and provide breast, cervical and colorectal cancer screening.

2) Key Functions

- a) Public Education and Targeted Outreach and In-reach – Staff in this capacity serve as the liaison between community members, hard-to-reach members of the priority populations and participating providers. These individuals work to increase the numbers of men and women who seek breast, cervical and colorectal cancer screening by developing and implementing evidence-based and evidence-informed public education programs. Staff should have the ability to communicate clearly and effectively, both orally and in writing, with members of the public and professional audiences about complicated health issues. These individuals should have sufficient knowledge about and experience with the community they serve to identify local resources that address barriers to screening; establish relationships with agencies and organizations to reach priority populations; coordinate culturally appropriate and culturally sensitive events; and conduct other activities needed to reach the eligible and priority populations.
- b) Case Management – Case management staff implements protocols and processes to ensure that clients with abnormal screening results receive timely follow-up, as outlined in the Program Performance Measures (listed below) for needed diagnostic services. These individuals work with clients, partners, health care providers and other community resources to assist men and women to overcome identified barriers to care. They help clients obtain and keep scheduled diagnostic appointments, access diagnostic evaluation and, if needed, obtain treatment. They may also provide clinical oversight for the interpretation of reports/medical records, conduct risk assessment for eligibility and clinical appropriateness, and ensure adherence to NYSDOH policies and guideline concordant cancer screening. Case management may be conducted by the lead organization, by network providers or a combination of both.
- c) Intake/Eligibility – Staff responsible for intake and eligibility are the first point of contact for potential clients. These individuals determine client eligibility for breast, cervical and colorectal cancer screening and/or diagnostic services. They work with network providers to make appropriate cancer screening appointments for eligible clients and complete required NYSDOH intake/eligibility forms and may provide initial data management. In addition, Intake/Eligibility staff communicates client information to case management staff to ensure timely follow-up of screening results. They may also contact clients referred by Public Education and Outreach staff, partners and the statewide hotline to determine eligibility for the program. The Intake/Eligibility function may be accomplished through a centralized process (lead organization hiring dedicated staff) or a decentralized process (lead organization working with staff of network providers) or a combination of both processes. Applicants proposing a more centralized intake/eligibility process, where the majority of intake is done at a central location and not primarily dispersed among participating providers, will receive additional consideration.
- d) Data Management – Data management staff collect, maintain, and submit data deliverables required by the NYSDOH. These individuals use an on-line, secure database, provided by the

NYSDOH, to enter all required client and service-related data. They ensure the security and confidentiality of collected data; establish systems to ensure the timely receipt of client and service data from network providers; review and assess the completeness, accuracy and timeliness of data received; and communicate with network providers to obtain inadequate or missing data. Data management staff also serve as the point of contact for all data-related communication between NYSDOH and the lead organization.

- e) Fiscal Management – Fiscal management staff routinely monitor infrastructure and clinical and laboratory services budgets to ensure funds are expended as per contract guidelines, and that expenditures do not exceed allocated amounts and conduct oversight of subcontractors. These individuals are responsible for ensuring there are sufficient infrastructure and clinical and laboratory services funds to support the program throughout the entire contract period. Fiscal management staff also prepare and submit vouchers on a monthly basis, ensure that submitted vouchers reflect actual and appropriate costs, and are accompanied by necessary and sufficient back-up documentation to substantiate the costs. These individuals prepare and submit budget modifications as necessary, maintain accounts receivable, prepare the budget statement report of expenditures, and assist the Program Coordinator in monitoring clinical service expenditures through use of the budget monitoring tool provided by NYSDOH. Fiscal management staff also respond to inquiries from providers to reconcile payments for services rendered and communicates with providers to ensure they are aware of services that are eligible for reimbursement.
- f) Fiscal management staff are responsible for ensuring that providers are reimbursed for services rendered in a timely manner and for processing provider payments.

Provider Credentialing

All health care providers must be credentialed by the NYSDOH CSP in order to be reimbursed for services provided to CSP clients. All contractors must participate in the credentialing process. Contractors are required to submit to the NYSDOH CSP the names, license numbers, practice locations and other requested information annually to allow for provider credentialing activities by the NYSDOH CSP.

Any new providers added during the contract year must be credentialed by the NYSDOH CSP before a site code is assigned. This process usually takes approximately 10 business days to complete. Site codes are assigned to each CSP provider site to track services provided. The codes are entered into Indus to identify where services took place and to reimburse providers. Contractors must notify the CSP with requests for new site codes, or with changes to existing ones.

A provider, who has a license restriction, or becomes subject to any disciplinary action taken by a government program, hospital managed care organization, or licensing authority, including but not limited to an active or stayed suspension or restriction of provider's or practitioner's license or certification, will be reviewed by the NYSDOH CSP to determine if the restriction is related to services provided through the CSP or constitutes fraud or malpractice. If the restriction involves one of these areas, the NYSDOH CSP will send the provider a letter notifying him/her that he/she is prohibited from participation in the CSP. The provider will also be notified of the opportunity to appeal this decision by submitting a request for an appeal to a NYSDOH review panel.

Participating Provider Requirements

The contract with the NYSDOH requires contractors or subcontractors on behalf of the local CSP to obtain annual provider agreements with their providers offering clinical services to CSP clients.

Providers of screening and/or diagnostic services in the New York State Department of Health Cancer Services Program, (PROVIDERS), agree to:

1. Abide by the applicable provisions of the New York State Department of Health Cancer Services Program (STATE) Operations Manual including but not limited to: clinical guidelines, eligibility criteria and case management sections.
2. Provide clients of the CSP (STATE) with the same quality of care as afforded to any other patients in their care.
3. Request reimbursement for clinical services ONLY for clients who meet the eligibility criteria as defined in the (STATE) CSP Operations Manual.
4. Treat the STATE as the payor of last resort. All Providers agree to first bill client's other insurance and/or third-party payor for services provided through the STATE. Provider further agrees that it must submit accurate information of services performed to the CONTRACTOR for the STATE and may not submit claims for reimbursement directly to the State.
5. Accept reimbursement rates established by the STATE as payment in full for all services that are covered by the STATE. Providers agree not to charge clients for the difference between the STATE reimbursement rate and the Provider's usual fees. Under no circumstances shall Providers bill CSP clients for services that are covered by the STATE.
6. Promptly refer CSP clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the STATE.
7. Obtain signed written consent from all CSP clients for the provision of clinical services and release of their medical information to the relevant other entities participating in their care and the New York State Department of Health for the purposes of case management, tracking and reimbursement, in addition to any other consents or authorizations the Providers may obtain or which may be required by law to obtain.
8. Submit accurate demographic, screening, diagnostic treatment and any other data required by the STATE in a timely manner to the STATE contractor and in the format required by the STATE. The Provider agrees that the reimbursement for clinical services will not be provided by the STATE to the STATE contractor for reimbursement to the Provider until data have been accepted and approved on the CSP data system.
9. The State CONTRACTOR agrees to pay providers for clinical services accepted and approved on the CSP data system in accordance with the approved reimbursement schedule.
10. Maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the CSP (STATE). Providers agree to provide the (STATE) CSP access to medical, including original mammograms, consents, business, and personnel, financial and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
11. Ensure that all licensed health care professionals are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the services that they are providing. Maintain all applicable provider, office based surgery and/or facility credentials, certifications, licenses, operating certificates, and/or approvals required by law and necessary to perform and bill for CSP services and facility fees, including but not limited to

approvals for laboratory, mammography, office based surgery and diagnostic and treatment center services.

12. Immediately notify the CSP (i) if Provider's or Practitioner's license to practice or certification to operate in any state, certification(s) to prescribe medication, if applicable, or staff privileges at any hospital, if applicable, are voluntarily surrendered, restricted temporarily or permanently reclassified, suspended or revoked for any reason; and (ii) if Provider or Practitioner is indicted or convicted of a criminal offense, regardless of the nature of the offense, or if the Provider or Practitioner becomes subject to any disciplinary action taken by a government program, hospital, managed care organization, or licensing authority, including, but not limited to an active or stayed suspension or restriction of Provider's or Practitioner's license or certification.
13. Provide all information necessary to comply with the credentialing and re-credentialing activities, and further, to provide such information within a reasonable time period.
14. Cooperate fully with CSP quality assurance efforts, including, participating in discussions to explore reasons for unusual data patterns, and agree to undertake any proposed remediation plans to any clinical and/or data reporting deficiencies in a timely manner.
15. The CSP (STATE) reserves the right to discontinue any service Providers from participation in the CSP for any reason.
16. Paragraphs ten and fourteen of these Participating Provider Requirements shall survive termination of the AGREEMENT.

Confidentiality

1. Health Insurance Portability and Accountability Act (HIPAA)

The first federal privacy standards to protect patients' medical records and individually identifiable health information provided to health plans, doctors, hospitals and other health care providers that were issued as part of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 took effect on April 14, 2003. These standards, which were developed by the U.S. Department of Health and Human Services, provide patients with access to their medical records and more control over how their personal health information is used and disclosed. Additionally, HIPAA includes provisions designed to encourage electronic transactions and requires safeguards to protect the security and confidentiality of health information. In order for medical information to be released, patients need to sign a specific authorization, unless a specific exception in the law applies.

The federal privacy standards generally do not affect state laws that already provide additional protections for patients. The NYSDOH CSP is exempt from being a covered entity/program itself as it is a government grant. Therefore, covered entities sharing data with the CSP must follow the detailed requirements of HIPAA, but the CSP may disclose data pursuant only to state law requirements, not federal. However, in all cases, reasonable efforts must be made to limit the amount of information disclosed to the minimum amount necessary to accomplish the intended purpose.

2. Confidentiality requirements

- It is the responsibility of the contractor to ensure that all program staff sign written confidentiality agreements to maintain the confidentiality of all CSP clients' information.
- Program staff must treat all information pertaining to CSP clients as confidential information.
- Written or electronic evidence of client participation must not be left unattended on desks or in other open-access areas.

- Staff must maintain and use such information only for the purposes intended for the CSP and only to the extent necessary to fulfill CSP objectives.
- Limited access to fax machines, computer terminals (e.g., password protection), voicemail, cabinets, and workspace areas should be observed by all program staff.
- Client information and ancillary records (e.g., laboratory results, radiology results, and pharmacy records) should be maintained in secure data storage areas, which can include, but are not limited to, files in locked rooms or limited access areas, and password encoded desktop and laptop computer systems.
- Access to data files, both paper forms and computer files, is restricted to program staff who needs such information to perform their work responsibilities.
- Any discarded information containing client information must be shredded.
- CSP client information is confidential and may only be given to authorized individuals after consent has been obtained from the client.
- Any proposed research regarding any CSP client(s) or the CSP must first be approved by the NYSDOH Institutional Review Board. Please forward all such requests to the appropriate CSP Regional Manager
- All responsible persons and entities will be held accountable for breaches of confidentiality and for misuse of confidential data such that job suspensions, terminations, or legal proceedings may be instituted against them.
- Staff permitted to work from home by the contractor must be able to demonstrate appropriate safeguards to prevent the inadvertent sharing or loss of patient information including, but not limited to, firewalls that do not allow outside access to a wireless network and a level of encryption that ensures security.

Indus Data Submission and Form Retention

The NYSDOH CSP maintains a secure on-line, real-time, internet-based data entry system through a contract with Indus Consultancy Services, Inc. (commonly referred to as the Indus system, or Indus). Contractors are responsible for entering screening, diagnostic, treatment, and demographic information into this data system for CSP clients. The use of data available through Indus facilitates timely provider reimbursement, patient tracking and follow-up, improves the quality of data collected, and helps reinforce CSP procedures. On-line data queries and reports are available for contractors and NYSDOH CSP staff to monitor performance.

Contractors should establish efficient notification systems with CSP providers in order to receive information from them to ensure that services are reported in a timely manner. These systems are needed to ensure that the following occur:

- positive screening findings are followed-up quickly and appropriately
- timely case management services can be provided
- clients eligible for the NYS MCTP can receive coverage for treatment
- quality clinical care is provided to CSP clients
- rescreening can occur at the appropriate interval and
- CSP providers are reimbursed as soon as possible

1. Timely submission of Screening Intake Forms (SIFs) and Follow-up Forms (FFs) on the Indus data system

The Indus data system only allows for the reimbursement of CSP funds for services that are submitted and accepted onto the data system within 90 days of the date of service.

Exceptions to this 90-day rule can be made for services processed with Insurance Denial Conversion Forms, for contractor errors corrected through Revision Forms, and for other special circumstances that justify a longer period of time for data submission. CSP Data Unit administrators have override capability on the Indus data system for the 90-day rule. Requests for overrides should be submitted by email to CSPData@health.state.ny.us.

The 90-day rule for data submission on the SIF and FF is outlined below.

SIF: The Indus data system assesses the submission date for each individual service on the SIF and determines whether the service was submitted and accepted onto the system within 90 days of the service date.

For example, if a mammogram is provided on May 15, 2013 and submitted and accepted onto the data system on August 20, 2013, the system will NOT allow program funds for this service.

It is not prudent to delay entry of SIFs until all screenings are complete. The Indus data system allows contractors to submit services on the SIF, have the form accepted, and then add additional services as they are provided.

FF: The Indus data system starts counting the 90 days with the LAST service date on the FF.

For example, if a FF with a surgical consult on May 15, 2013 and a colonoscopy on July 15, 2013 is submitted and accepted onto the system on September 20, 2013, the data system would allow reimbursement for both of the services on this FF even though the submission is greater than 90 days after the surgical consult in May. The data system begins counting the 90 days with the LAST service date on the form (in this case, July 15, 2013).

Given these rules, situations like cancellations of appointments, delays in scheduling colonoscopies, and extended periods of time between follow-up services should not affect whether services can be reimbursed. FFs should not be submitted onto the data system until they are complete.

Contractors are expected to ensure data are submitted in accordance with the 90-day rule, so that services can be reimbursed.

2. Revisions to SIFs and FFs on the Indus data system

Once SIFs and FFs have been submitted and accepted on the Indus data system, there are several types of revisions that can be made by CSP contractor staff.

The following fields can be modified directly by the CSP contractor staff on an accepted form:

Screening Intake Form:

- Field 1 - Name
- Fields 4-6 - Address

- Field 9 - Sex
- Field 11- Spanish, Hispanic or Latino
- Field 12 - Race
- Field 16 - Monthly Household Income
- Field 17 - Family Size
- Field 18 - Health Insurance
- ALL SITE CODES (all site codes except the intake site)

Follow-up Form:

- ALL SITE CODES

The following types of revisions to an accepted Screening Intake Form (SIF) can be made directly by contractor staff:

- If a SIF has been entered and accepted on the Indus data system with the cervical portion of the form completed (and the breast portion blank), the contractor staff can directly edit the form to add breast cancer screening services that occur within 90 days of the cervical screening services.
- If a SIF has been entered and accepted on the Indus data system with the breast portion of the form completed (and the cervical portion blank), the contractor staff can directly edit the form to add cervical cancer screening services that occur within 90 days of the breast screening services.
- If a SIF has been entered and accepted on the Indus data system with a CBE and no mammogram, the contractor staff can directly edit the form to add a screening mammogram that occurred within 90 days of the CBE. This also works if the form was accepted with a mammogram and no CBE, the contractor staff can directly edit the form to add a CBE that occurred within 90 days of the mammogram.
- If a SIF has been entered and accepted on the Indus data system with breast and/or cervical cancer screening services, the contractor staff can directly edit the form to add colorectal cancer screening services that occur within 6 months of the breast and cervical screenings.

For all other changes, corrections, or additions to data on SIFs or FFs that have already been submitted and accepted on the Indus data system, CSP contractor staff must submit either a **Screening Intake Revision Form** or a **Follow-Up Revision Form**. Copies of these forms and detailed instructions regarding completion of these forms are available on the "Resources" page of the Indus data system or by contacting the NYSDOH CSP Data Unit at CSPdata@health.state.ny.us.

3. Submitting SIFs and FFs on the Indus data system for NYS MCTP clients

When submitting SIFs and FFs for potential NYS MCTP clients, it is important to consider the Medicaid enrollment date to avoid double payment of services by both Medicaid and the CSP. Enrollment in the MCTP starts on the first day of the month of diagnosis (e.g., for a biopsy done on 1/18/13 with a positive finding, enrollment would start 1/1/13) **OR** 90 days prior to the application date, whichever is later. The CSP should be the payor of last resort.

NYS MCTP clients can enter the CSP at several points during the process of their diagnosis and treatment. The guidance for submission of SIFs and FFs on the Indus data system depends on when the client enters the program. The following scenarios represent different types of clients and the appropriate way to submit the SIFs and FFs for these clients.

- a. **CSP Enrolled Clients:** If a client enrolled in the CSP who received screening and/or follow-up procedures through the program is believed to be eligible for the MCTP, contractor staff should submit SIFs and FFs onto the Indus data system as if Medicaid will be paying for some services. Any procedures that occurred within the month of diagnosis should be entered on the SIF and FF as being paid with "other" funds because Medicaid will enroll the client and pay for services rendered back to the first day of the month in which the client was diagnosed. Remember, the client will be insured by Medicaid for all Medicaid approved procedures that occurred during that month as long as they were performed by a provider that accepts Medicaid reimbursement. Services that are not Medicaid approved or that are rendered by providers that do NOT accept Medicaid reimbursement should be entered on the SIF and FF as being paid with "program" funds.
- If the client is approved for the MCTP, the acceptance letter will include an enrollment date. The contractor staff should compare this enrollment date to the already accepted SIF and FF and confirm that any services that occurred prior to the client's MCTP enrollment date are paid for with "program" funds and services that occurred on or after the enrollment date and were rendered by a provider that accepts Medicaid reimbursement are entered as "other" funds. Revision forms should be submitted to the CSP Data Unit to change funds as needed. Please list "MCTP" as the reason for the revision on the form.
 - If the client is NOT approved for MCTP, revision forms should be submitted to the CSP Data Unit to change procedures listed as "paid with 'other' funds" to "paid with 'program' funds". Please list "Denied MCTP" as the reason for the revision on the form.
- b. **Clients NOT enrolled in the CSP:** For all applicants to the MCTP who were not enrolled in the CSP at the time they received screening and follow-up procedures, the SIFs and FFs should NOT be entered on the Indus data system. Hard copies of SIFs and FFs should be submitted with the MCTP applications.

4. Form retention recommendations

The NYSDOH CSP does not have any formal requirements for retention of SIFs, FFs, or monthly billing reports. Accepted forms and monthly billing reports are available electronically on the Indus data system. Contractors are required to follow their agency's policies about retention of screening intake forms, follow-up forms, and monthly billing reports, as well as consent forms, clinical or medical records and case management notes. If a contractor disposes of forms with confidential client information, these forms must be shredded.

The NYSDOH CSP does recommend that contractors retain SIFs and FFs until the services on these forms appear on the monthly billing report to verify that the information was accurately entered on the Indus data system and appears correctly on the monthly billing report. The NYSDOH CSP also recommends that monthly billing reports be retained until the voucher is submitted and processed.

Clients who receive case management services should have all case management notes, documentation, forms, etc. retained within their individual charts. Clinical documentation related to case management needs should be retained for a minimum of two (2) years following the conclusion of that client's diagnostic follow-up. For questions or guidance about case management issues, please contact the CSP Case Management Coordinator at (518) 474-1222.

CSP Performance Measures Reports

The CSP Data Unit prepares performance measure (PM) reports for contractors and the NYSDOH CSP staff to monitor program services and other issues relevant to quality assurance, as well as to identify contractors in need of assistance or intervention. The CSP distributes the PM reports to all contractors, summarizing key indicators of performance such as the ability to reach the priority populations, timeliness and appropriateness of follow-up, timely submission of data forms, and the ability to expend clinical services funds. Contractors are expected to meet or exceed CSP PM goals. The PMs are included as objectives in contractor work plans and are used to measure effectiveness related to required activities. The NYSDOH CSP PMs are primarily modeled after those used by the CDC to measure statewide performance. Contractors that meet or exceed the PM goals, as well as other contract requirements, are best positioned to receive the maximum available funding for subsequent contract years. See next page for a list of CSP PMs.

NYSDOH Cancer Services Program

Program Performance Measures

Program Year 2013-2014

No.	Performance Measure Description	Goal
1	Percent of screening mammogram clients age 50 and older	≥ 75%
2	Percent of initial program-funded Pap tests for women rarely or never screened for cervical cancer	≥ 20%
3	Percent of women rescreened by mammogram within 24 months	≥ 60%
4	Percent of clients who are male	≥ 20%
5	Percent of clients rescreened by fecal test within 10-14 months	≥ 60%
6	Percent of clients age 50 to 64	≥ 75%
7	Percent of women age 50 and older with comprehensive cancer screening	≥ 50%
8	<i>PM removed</i>	
9	Percent of eligible population screened in each county	≥ 20%
10	Percent of abnormal cervical screenings with timely follow-up	≥ 75%
11	Percent of abnormal breast screenings with timely follow-up	≥ 75%
12	Percent of abnormal colorectal screenings with timely follow-up	≥ 75%
13	Percent of eligible clients enrolled in the Medicaid Cancer Treatment Program	≥ 90%
14	Percent of Screening Intake Forms with timely submission	≥ 85%

15	Percent of Follow-Up Forms with timely submission	≥ 85%
16a	Percent of federal clinical service funds expended	≥ 95%
16b	Percent of state clinical service funds expended	≥ 95%

Reporting Requirements and Contract Monitoring

1. Annual work plan and budget development

The annual work plan and budget should be prepared by the Program Coordinator with participation and input from other contractor staff and partners as appropriate. The NYSDOH CSP provides required goals and objectives that focus on the implementation and evaluation of required CSP deliverables and that are consistent with PMs. Work plans should include detailed activities that will be implemented to fulfill each of the required objectives. A detailed budget and budget justification is required to justify proposed expenditure of infrastructure funding. The work plan and budget format is in a Microsoft Word document provided to contractors by the NYSDOH CSP. Please contact your Regional Manager to access the most current work plan and budget forms.

2. Semiannual reports

NYSDOH CSP requires contractors to complete and submit semi-annual reports that address the contractor's progress and strategies to implement the work plan activities, to meet, exceed and improve on PMs, assess community partner and provider participation and evaluate outreach and public education activities. Reports include comments on barriers and solutions to overcome barriers. Semiannual reports are submitted to Regional Managers and will describe activities for the periods from April 1 through September 30 and October 1 through March 31, respectively. Semiannual reports should be prepared by Program Coordinators with participation and input from other contractor staff and partners as appropriate, using data from the most recent PM reports. Instructions and report format will be sent by the NYSDOH CSP to all contractors.

3. Annual Comprehensive site visit

Regional Managers will assess contractor performance related to implementation of required program goals and activities utilizing the Annual Comprehensive Site Visit Review Tool. Contractors will be required to provide documentation and demonstrate implementation of key required activities for all goals (e.g., produce samples of provider agreements used and communications to providers regarding program policies, guidelines, etc.). A formal, written summary and contractor action plan outlining all required action steps will be provided to the contractor following the annual site visit. Regional Managers will assess contractor progress in responding to required actions steps and adhering to action plans on a pre-determined schedule as indicated in the timeline within the contractor action plan.

4. Annual equipment inventory

Contractors are required to complete and submit an annual Equipment Inventory Form (consistent with approved budget items) to their Regional Manager within 30 days of the end of the annual contract period.

Equipment items purchased by the contracting agency using NYSDOH funds are to be listed in the inventory with identifying information such as tag number (number assigned by contracting agency), serial number (manufacturer's serial number), location, and any relevant remarks.

Regional Managers will review the contractor Equipment Inventory Forms at the time of submission and at the annual comprehensive site visits to inventory all equipment, furniture supplies or other property purchased through the contract with the NYSDOH. Equipment for the purposes of the inventory is defined as any item costing five hundred dollars (\$500.00) or more and having a life expectancy of greater than three (3) years.

5. Monthly contract monitoring

On a monthly basis, Regional Managers will:

- review contractor vouchers and budget monitoring tools submitted by contractors to ensure all clinical services and infrastructure budget lines are expended and that expenditures are related and appropriate to activities detailed in approved work plans. In addition, Regional Managers will review contractors' clinical services allocations in comparison with key PMs to determine success reaching eligible priority populations
- review contractor PMs to identify challenges and barriers and provide assistance to contractors to meet or exceed measures
- review the Public Education and Targeted Outreach chart, which reflects all public education and targeted outreach activities implemented by each contractor on a monthly basis. Regional Managers will review and use this tool on a monthly basis to assess effective outreach activities, ensure appropriate use of funds, and to monitor performance goals and objectives
- review the contractor Incentive Tracking Tool used to track each incentive distributed to CSP clients (e.g., a \$5 gas card for returning FIT kit). Regional Managers will require use of this tool to ensure contractor accountability for program incentives, track and monitor whether contractors have responded to requests from the NYSDOH CSP in a timely and accurate manner (e.g., status of outstanding FFs and medical record requests)

6. Clinical services reimbursement budget management

The clinical service allocations given to each contractor are limited to a fixed dollar amount that cannot be exceeded. Work plan activities will maximize the number of individuals screened within the eligibility criteria and the clinical services allocation. These will include careful monitoring of screening and diagnostic expenditures to ensure that screening services occur throughout the program year and careful assessment of CSP eligibility to maximize services to the priority population and align with the federal clinical practice guidelines for cancer screening services. Contractors must implement plans to closely monitor clinical services funding to stay within the allocation, ensure that services are provided throughout the contract year, and maximize the services provided to the priority population. A budget monitoring tool is provided to all contractors to assist with the tracking of clinical service expenditures. The tool provides estimated monthly screening capacities based on individual contractor annual allocated screening dollars. The tool also assists contractors to track PMs; calculations to meet the performance measures are included in the screening projections. The budget monitoring tool should be used in conjunction with PM reports to assess the provision of services to the eligible priority populations and to revise activities to better

target these populations as indicated by the reports. Please contact your Regional Manager to access the most current budget monitoring tool.

Communications

The NYSDOH CSP provides information, support, training and technical assistance to contractors in a variety of ways. Contractor staff should ensure that they refer to and participate in the following, as appropriate.

1. Contact Information Form

Contractors must update the contact information form when they add new staff, when staff leaves and when there are changes to staff contact information such as e-mail, address or phone number. The completed form should be sent to the Regional Manager as soon as staff changes occur.

Program updates and communication databases

The CSP distributes general information; periodic updates, programmatic changes, training announcements and opportunities via the CSP BML; contractors should forward information provided by the CSP to their participating clinical services providers as appropriate. The communication target audience will be identified in the salutation (e.g.: "Coordinators"). The recipient should share information with other staff as deemed appropriate based on content. Providers can be added to the CSP Provider Database, which will be used to distribute CSP information directly to providers by sending an e-mail to cspcredentialing@health.state.ny.us.

2. Naming conventions and use of logo

The CSP developed contractor guidelines specifying the program name, use of the CSP logo and the review and development of educational and promotional materials. Strategies and tools for materials development at the local level are also included in the guidelines. The CSP requires contractors to use the name Cancer Services Program of X County/Countries to build name awareness and consistency for clients, partners and health care providers across the state. The name reflects the integration of the three screening services and acknowledges that the programs serve both men and women. The CSP developed a logo with the selected tagline, "Your partner for cancer screening, support and information," to offer contractors a common symbol and tagline that has the potential to become universally recognized and understood.

3. Data Unit inquires

For questions about data inquires, Indus access, SIFs, data dictionary copies, data corrections, and insurance denial conversions please contact the CSP Data Unit at CSPdata@health.state.ny.us.

4. Case management conference calls

Case management conference calls are held bi-monthly to discuss common case management challenges and to identify and share solutions and strategies, to discuss the implementation of new policies, and to review case management protocol. Contractors are expected to share this information with their providers who offer case management services to CSP clients. For questions or guidance about case management conference calls, please contact the CSP Case Management Coordinator at (518) 474-1222.

5. Public Education and Targeted Outreach (PETO) conference calls and webinars

The PETO team holds bi-monthly conference calls and webinars to discuss common public education, targeted outreach and recruitment challenges, and evidence- and population-based strategies to increase cancer screening, partner relations and communications. The calls provide an opportunity to network with and learn from others across the state. Contractors are expected to actively participate and implement shared strategies as appropriate. The calls and webinars are open

to CSP Program Coordinators, staff fulfilling the public education and targeted outreach functions and community partners. For questions about PETO conference calls, please contact the CSP Outreach and Recruitment Coordinator at (518) 474-1222.

6. Data Unit Conference Calls

Data conference calls are held monthly to provide a way for the Data Unit and all contractors to discuss pertinent topics related to data collection, completion of CSP forms or the use of the Indus Data System, and to provide clarification for any data- or Indus-related questions. This call also acts as a forum for contractors to share best practices or successes. The calls are open to CSP Coordinators, Data Managers or any other CSP staff member who uses the Indus Data System on a regular basis. For questions or guidance about the Data conference calls, please contact the CSP Data Unit at CSPData@health.state.ny.us or at (518) 474-1222.

7. New staff orientation

All new contractor staff must participate in training offered by the NYSDOH CSP. These training sessions provide new staff with an overview of all aspects of the CSP. Some sessions are available 24/7 via webinar and others are offered in-person periodically throughout the year. All are announced via the Canserv BML (canserv@health.state.ny.us).

Eligibility

This section provides guidance for determining which screening services individuals are eligible to receive through the CSP. The section includes definitions to determine individual eligibility based on gender, age, income, health insurance status, and other clinical assessment, as well as an algorithm and script for use with clients at initial contact. Clients determined to be eligible for one or more CSP screening services are then enrolled in the program. Clients can be enrolled by CSP contractor staff or by provider staff, depending on where they access services.

Eligibility Assessment and Triage

Contractors should use the intake script and algorithm (Attachments 3-I and 3-II) when first speaking with potential clients. Use of these tools ensures that all clients receive the same information about CSP eligibility. Please note that these are scripts for use at initial client contact and are not meant for use to determine final client eligibility and subsequent enrollment in the CSP. Any staff conducting initial client intake should refer clients to those people in the program who have the ultimate responsibility for determining client eligibility.

Eligibility Criteria

The following section describes eligibility for screening services in the CSP. CSP contractor staff should be familiar with screening-eligibility and communicate eligibility guidance and intake processes to all providers and partners engaging in client intake, eligibility assessment, program enrollment and provision of clinical services to CSP clients. The CSP will only provide reimbursement for services provided to eligible CSP clients. Staff responsible for enrolling clients will review eligibility criteria with all clients prior to obtaining client consent. The consent form includes an attestation by the client that he or she meets CSP eligibility guidelines for income and insurance status. Staff responsible for enrolling clients must review eligibility, acquire the attestation from the client and maintain documentation of the client consent.

Eligibility Criteria Definitions

1. Residency

Women and men whose permanent or principal home is in New York State are eligible for the program. A person who is visiting New York is not **considered a New York resident**. **There is no length of residency** requirement.

2. Male Clinical Breast Examination (CBE) Criteria

Men who are at higher risk for breast cancer based on a personal or family history of breast cancer or men who are currently experiencing symptoms of breast cancer and who also meet all other eligibility criteria may be enrolled in the CSP for associated diagnostic testing. A licensed health care provider should provide documentation that attests to the need for diagnostic services for breast cancer evaluation.

3. Breast Cancer Screening/Diagnostics for Women Ages 18-39

Women ages 18-39 who are found to be at high risk for or who have clinically significant findings for breast cancer may be eligible for CSP services. These findings must be assessed by a NYS-licensed health care provider and documented on the *CSP Provider Attestation of Client Eligibility for Women less than 40 Years of Age form*. Women who are ages 18-39 who present with self-reported symptoms are not eligible for clinical breast exams (CBEs) through the CSP; they must first be assessed by a NYS-licensed health care provider as described above.

4. Income

Persons living at or below 250% of the current Federal Poverty Guidelines (FPG) meet the income criteria for CSP enrollment (see [Table 1](#)). Calculations should be based on self-reported, gross household income from all non-public sources. Child support and sources of public support (i.e. food stamps and housing subsidy) should not be included.

The CSP client consent form includes an attestation of income eligibility by the client. Staff responsible for enrolling clients must confirm the attestation by signing and dating the form. The form must be maintained in appropriate program files.

Household income is the sum of income received in the previous calendar year by all household members, including household members not related to the client, people living alone, and others in non-family households.

Size of Family Unit	Poverty Guideline	250 % of Guideline	Total Monthly Household Income
1	\$11,490	\$28,725	\$2394
2	\$15,510	\$38,775	\$3231

3	\$19,530	\$48,825	\$4069
4	\$23,550	\$58,875	\$4906
5	\$27,570	\$68,925	\$5744
6	\$31,590	\$78,975	\$6581
7	\$35,610	\$89,025	\$7419
8	\$39,630	\$99,075	\$8256
For families with more than 8 persons, add the following amount for each additional person			\$4,020

Source: Department of Health and Human Services 2013 Federal Poverty Guidelines

For more information on poverty guidelines, access the U.S. Department of Health and Human Services website at: <http://aspe.hhs.gov/poverty/>

5. Expanded Income Eligibility

A client living above 250% of the FPG who meets all other eligibility criteria may be enrolled in the CSP if he/she meets the criteria for uninsured or underinsured outlined below.

6. Uninsured Criteria

A client is "uninsured" if he or she has no health insurance of *any type*.

7. Underinsured Criteria

A client is underinsured if he/she has:

- health insurance that does not cover clinically appropriate cancer screening or diagnostic services
- health insurance with an annual deductible, monthly spend down, or co-payment that is high enough to prevent him/her from obtaining cancer screening services

Staff responsible for enrolling clients will review eligibility criteria with all clients prior to obtaining client consent. The consent form includes an attestation by the client that he or she meets CSP eligibility guidelines for income and insurance status, as noted above. The client's insurance will be billed first and the CSP will reimburse for services based on the CSP maximum allowable reimbursement rates after the insurance has either denied the claim or made partial payment. Both client and CSP provider must be aware that there is no CSP reimbursement if the insurance payment is equal to, or greater than, the CSP maximum allowed reimbursement.

Clients with high deductibles must be enrolled in the CSP prior to receiving services and only after the client has identified the deductible to be a barrier to obtaining screening services. Data submission for services does not occur until information is obtained from billing the insurance first. It is not appropriate to enroll clients after the service has already occurred as a means to pay a bill.

Clients who meet these eligibility criteria must attest that they are "underinsured" on the CSP client consent form. Staff responsible for enrolling clients must confirm the attestation by signing and

dating the consent form and all insurance billing information, all of which must be maintained in appropriate program files.

As always, contractors should focus client recruitment activities on the uninsured populations in their communities.

8. Post Hysterectomy

Clients with a hysterectomy (surgical removal of a woman's uterus) must meet one of the following criteria to be eligible for a Pap test and pelvic exam:

- had a "supracervical or partial hysterectomy" and therefore have an intact cervix
 - Note: The presence of a cervix can be determined by physical exam if the client is not sure if they have a cervix and medical records are unavailable to assess the presence of a cervix. Clients are eligible for an initial pelvic exam for this determination.
- had a hysterectomy due to cervical cancer or because of a history of in-utero diethylstilbestrol (DES) exposure

9. Colonoscopy; Screening or Diagnostic Eligibility

Uninsured and underinsured clients of any age who are found to be at increased or high risk for colorectal cancer (CRC) may be eligible for colonoscopy through the CSP after undergoing prior approval for colonoscopy. Clients ages 50-64 who are symptomatic for colorectal cancer may be eligible for a diagnostic colonoscopy. For more information, see Section C-10 below.

Please note that clients who are at increased risk, high risk or have clinically significant signs and symptoms of CRC should NOT receive a fecal test (FOBT or FIT kit).

10. Medical Consultation

Clients ages 50 to 64 who present with one or more of the signs and symptoms of CRC listed below may be eligible for the CSP. These signs and symptoms must be assessed by a NYS-licensed health care provider to aid in the determination of CSP eligibility. A client may be referred directly for medical consultation for this evaluation.

Signs and Symptoms of CRC:

- definite, palpable, right sided, abdominal mass
- definite, palpable, rectal (not pelvic) mass
- prolonged rectal bleeding with change in bowel habit to more frequent defecation or looser stools
- persistent rectal bleeding without anal symptoms (soreness, discomfort itching, lumps, prolapse, pain)
- nonspecific signs or symptoms strongly suggestive of colorectal cancer: melena (black, tarry stools), pencil stools (thin stools difficult to pass) or iron deficiency anemia of undefined origin

11. Not Undergoing Treatment

Clients with a personal history of breast, cervical, colorectal cancer or dysplasia must complete treatment and have no evidence of residual or recurrent disease, must not be currently receiving coverage through the NYS Medicaid Cancer Treatment Program and must be released to routine screening to be eligible for screening services through the CSP. Women receiving long-term hormonal therapy (e.g. Tamoxifen) have completed treatment for the purposes of this definition.

Cancer Screening Guidance

This chapter provides Cancer Services Program (CSP) contractors with background information about the screening tests reimbursed by the CSP. This chapter describes the use of the client informed consent document, a description of tests for each of the three cancers screened for in the CSP, and a review of screening intervals for each of these cancers as they relate to the CSP data reporting on the CSP Screening Intake Form (SIF) and Follow-Up Form (FF). The chapter also includes important information regarding diagnostic evaluation of abnormal screening results and reporting. Additionally, this section addresses the definition of high risk and clinically significant findings related to breast and colorectal cancer. This section reviews only those clinical services for which the CSP provides reimbursement.

The CSP is a population-based, average-risk screening program, which bases its recommendations and reimbursement policies on evidenced-based guidelines published by reputable organizations. Some of these organizations include Centers for Disease Control and Prevention (CDC), the Agency for Healthcare Research and Quality, United States Preventive Services Task Force (USPSTF), the National Comprehensive Cancer Network (NCCN), the National Cancer Institute (NCI), the American Cancer Society (ACS), the American College of Obstetricians and Gynecologists (ACOG), and the American Society for Colposcopy and Cervical Pathology (ASCCP). When evidence-based guidelines are not available, the CSP relies on developing consensus through internal and external NYSDOH clinician review.

Client Consent for Participation in the CSP

Staff responsible for enrolling clients must obtain a signed CSP consent form from each client at the time of his or her enrollment, prior to the provision of services by a CSP provider. The consent form informs the client about CSP reimbursed services and CSP income and insurance eligibility guidelines, as well as requires clients to attest to their eligibility for CSP services. The consent form also serves as permission to release information regarding provided services and gives permission for a case manager to contact clients with an abnormal screening result. The required consent form to be used by all contractors and their participating providers is included in the CSP Operations Manual. This consent form is available in English, Spanish, Russian, Chinese, French, Korean and Haitian Creole; please contact your CSP Regional Manager to request copies of the required consent forms.

Cancer Screening

1. Breast Cancer Screening

Breast cancer screening tests reimbursed by the CSP include:

- mammography (either screen film or digital) and
- Clinical Breast Examination (CBE)

According to program guidance from the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), a combination of CBE and mammography can generally detect an abnormality at an early stage of the disease. Mammography is recommended to detect breast cancer in its earliest, most treatable stage: Research from clinical trials demonstrates that mammography can reduce breast cancer mortality by more than 30 percent. Additionally, several studies have evaluated the proportion of cancers (4.6%-5.9%) identified by CBE that were not

detected by mammography. CSP providers must offer access to CBE and mammography for breast cancer screening for eligible women.

Breast self-examination (BSE) is the regular practice of observation and palpation of one's own breasts for the purpose of identifying changes. Although BSE is frequently advocated, evidence for its effectiveness to date has not been shown to decrease breast cancer mortality. BSE is not reimbursed by the CSP. Many organizations indicate that it is important for women to know how their breasts usually look and feel and to talk to a health care provider if any lumps or other changes in the breasts are noticed. The CSP recommends BSE be taught only in the context of a CBE by an examining clinician.

Mammography

A mammogram is an X-ray examination of the breast. A screening mammogram is performed in women who do not have symptoms of breast cancer (i.e., the woman is asymptomatic). A diagnostic mammogram is performed in women presenting with symptoms. A standard screening mammogram takes four views of the breasts and may locate abnormalities before they can be felt on physical examination. Screening mammography in the United States uses screen-film technology; however, there is growing use of digital mammography across the country, including NYS. The ability of a mammogram to find breast cancer may depend on the size of the tumor, the density of the breast tissue, and the skill of the radiologist.

The results of screening mammograms provided to CSP clients must be reported using the Breast Imaging Reporting and Data System (BIRADS) categories developed by the American College of Radiology (ACR). Mammography providers are also required by the Mammography Quality Standards Act (MQSA) to include a BIRADS result on each mammogram report. The mammography result reported to the CSP on the SIF should be the same as the result indicated by the radiologist on the mammography report. While it is important for clinicians to correlate the results of both a mammogram and a CBE (described below), the results of each test should be determined and reported independently (i.e., the mammography result should NOT be changed because of a CBE finding). For additional questions about BIRADS categories please visit: www.acr.org.

Under the MQSA enacted by Congress in 1992, only facilities that are fully certified by the U.S. Food and Drug Administration (FDA) may provide mammography. Only those facilities that meet this standard are, therefore, eligible to participate in the CSP. Additional information about MQSA can be accessed on-line at the [FDA website](http://www.fda.gov). This site can also be accessed to locate FDA-certified mammography facilities. Please note that new mammography equipment used by a provider with full certification for other equipment is allowed during the provisional phase of the certification process for the new equipment. Questions about mammography certification should be referred to the Bureau of Environmental Radiation Protection, at (518) 402-7550.

A new NYS law requires mammographers to notify women if they have dense breast tissue. Dense breast tissue may make it more difficult for cancers to be spotted and may also be associated with an increased risk of breast cancer. The law recommends that women discuss this issue with their physicians.

The legislation was signed in July 2012 and went into effect in January 2013.

Under the Federal Mammography Quality Standards Act, the provider of mammography services is required to give each patient a lay summary report of her mammography findings. The new law expands that report to include information on the density of breast tissue.

Mammography providers must now include the following notification in the summary of the mammography report provided to patients who are found to have dense tissue:

"Your mammogram shows that your breast tissue is dense. Dense breast tissue is very common and is not abnormal. However, dense breast tissue can make it harder to find cancer on a mammogram and may also be associated with an increased risk of breast cancer. This information about the result of your mammogram is given to you to raise your awareness. Use this information to talk to your doctor about your own risks for breast cancer. At that time, ask your doctor if more screening tests might be useful, based on your risk. A report of your results was sent to your physician."

This legislation was meant to inform and educate. It is not a mandate for additional diagnostic testing. There is no current guideline that recommend screening breast ultrasound and there current reimbursement code for a screening breast ultrasound. NBCCEDP only supports guideline recommended screening. Use of ultrasound as a tool for breast cancer screening is still in an investigation phase.

Clinical Breast Examination (CBE)

A CBE is a thorough examination of the breast and related structures by a trained health care professional. The exam includes inspection and palpation of the breast and surrounding tissue, including axilla (under the arms), above and below the clavicle and nipple.

The CSP recommends and reimburses for the provision of a comprehensive CBE and documentation as described in the November/December 2004 *CA: A Cancer Journal for Clinicians Clinical Breast Examination: Practical Recommendations for Optimizing Performance and Reporting*. Reprints are available by contacting the CSP Professional Development staff at (518) 474-1222.

It is optimal for the CBE to precede a screening mammogram so that the doctor reading the X-ray (radiologist) has the knowledge of any CBE findings when interpreting the mammogram. A CBE should be scheduled 7-10 days after the onset of the menstrual cycle, when the breasts are often less tender. For lactating women, the breasts should be empty.

CBE results, whether normal or abnormal, must be documented by the clinician who performed the examination on the approved CSP CBE Documentation Form. The recommended care plan (immediate follow-up, short-term re-screening or annual screening) should be indicated on the documentation form as well. With prior approval from the CSP, CSP providers may use an alternate form or Electronic Medical Record (EMR) screenshot. The alternative form must contain, at a minimum, the same information required on the CSP CBE Documentation Form in the CSP Operations Manual. Alternative forms must be sent to the CSP for approval:

Clinical Care Unit
Cancer Services Program
150 Broadway, Suite 350
Albany, NY 12204

Providers will be notified in writing within 30 days if the alternate forms are acceptable.

Minimum Qualifications for CBE Providers:

In accordance with New York State Education Law, CBEs must be performed by a practitioner who is licensed by the State of New York, or another state, as a Registered Nurse (RN), Nurse Practitioner (NP), Physician's Assistant (PA), Doctor of Medicine (MD), or Doctor of Osteopathy (DO) (NYS Education Law, Title VIII, Article 130, 131, 131-B, 139, 140). A licensed radiologic technologist (RT) may perform CBEs in the CSP, under the supervision of a licensed physician, provided that:

- o the licensed RT meets the personnel requirements for performing mammography as defined by the MQSA administered by the FDA. The licensee must maintain MQSA status through continuing medical education as required under MQSA;
- o the licensed RT is certified in mammography and maintains registration in this specialty through the American Registry of Radiologic Technologists; and
- o the licensed RT successfully completes a training course in the performance of CBEs.

It is recommended that providers who perform CBEs attend a skills update once every two years.

Cervical Cancer Screening

Cervical cancer screening tests reimbursed by the CSP include:

- Papanicolaou (Pap) test (either conventional or liquid-based) and pelvic examination
- high-risk HPV DNA test, Hybrid Capture II, Cervista HR or cobas® HPV

Pap test (Pap Smear) and Pelvic Examination

A Pap test is a procedure performed to collect cells from the surface of the cervix (ectocervix) and from the endocervical canal to check for abnormalities. Cells are gently scraped from the cervix and endocervix using a spatula, broom, or endocervical brush. Conventional Pap tests are done by placing the scraped cells onto a glass microscope slide and then applying a fixative. Liquid-based Pap tests are done by vigorously dispersing the scraped cells into a liquid solution. In either test type, the cells are later examined for the presence or absence of abnormalities.

A Pap test is completed during the visual part of a pelvic examination. The CSP reimburses for a bi-manual pelvic examination. A bi-manual examination occurs when a clinician uses both hands to feel the inside of the vagina, the uterus and the ovaries for any problems. Bi-manual exams are not specific tests for cervical cancer and may be done without also performing a Pap test. Bi-manual pelvic exams performed in conjunction with a Pap test at appropriate intervals are reimbursable through the CSP.

Contractors must utilize cytology laboratories certified under the Clinical Laboratory Improvement Amendments (CLIA) of 1998 to evaluate Pap tests.

a. *High-Risk HPV DNA Test*

The high-risk HPV DNA test (HPV DNA test) tests for high-risk types of the HPV virus that cause abnormal cervical cell changes. HPV infection is a major risk factor for the development of cervical cancer. An HPV DNA test can be done after abnormalities are seen on a Pap test to determine if the cell changes are being caused by any of the types of HPV known to cause cervical cancer. The results of this test can help health care providers on the best course of treatment for a patient. The high-risk HPV test can be performed from the same sample obtained in a liquid-based Pap test. An HPV DNA test may also be done in women over the age of 30 at the same time as a Pap test to screen for HPV infection. There is also an HPV test that will provide information regarding the specific genotyping of the high-risk types when risk stratification is necessary, however this is not currently reimbursable in the NBCCEDP program.

Colorectal Cancer (CRC) Screening

CRC screening tests reimbursed by the CSP include:

- *fecal tests*: high-sensitivity immunochemical FOBT (iFOBT, also known as fecal immunochemical tests, or "FIT") OR high-sensitivity guaiac fecal occult blood test (gFOBT) – referred to in this manual as gFOBT or FIT
- *colonoscopy* (under special circumstances, see below)
- *double contrast barium enema* (when a colonoscopy is medically contraindicated, see below)
- *flexible sigmoidoscopy* (when a colonoscopy is medically contraindicated, see below)

Fecal Tests

Fecal tests check for blood in the stool. Individuals perform these tests at home by using small stool samples placed on special cards, which are then returned to the doctor or laboratory for testing. Microscopic blood in the stool may be a sign of polyps (abnormal growths) within the colon, which may mean an increased risk of CRC or cancer.

The CSP prefers the use of multi-sample FIT, however will reimburse for the use of either gFOBT or FIT (must be multi-sample) for individuals at average risk (no known risk factors) for CRC; fecal tests have been proven to reduce the risk of mortality due to CRC. FOBT and FIT both require annual screening and a complete diagnostic evaluation when positive results are found. Individual manufacturer instructions must be used for the completion of the kits. Test kits are returned to a physician or lab for development.

Differences between FOBT and FIT include the following:

- FOBT tests for peroxidase which is nonspecific for human blood (certain foods in a person's diet can make FOBT tests appear abnormal), while FIT tests for human globin which is specific for human blood.

- FOBT requires patients to adhere to certain dietary and medicinal restrictions while FIT does not have dietary or medicinal restrictions. An exception is the brand MonoHaem™.
- The sampling method for FOBTs and some FITs are different.
- FOBT costs less than FIT.

Scientific studies have found that the FIT provides improved specificity and slightly better sensitivity than FOBT. Studies have also found that the elimination of dietary and medicinal restriction, and the simplified stool sampling of some FIT brands, significantly improve patient participation rates in CRC screening and annual re-screening. For these reasons, the CSP highly recommends the use of multi-sample FIT over gFOBT.

A single test of a stool sample in the clinical setting, as is often collected during a digital rectal exam, is not an adequate substitute for the recommended fecal test procedure of collecting multiple samples. Multiple samples increase the likelihood that the test will detect bleeding abnormalities that might go unnoticed on a single-sample test. *An in-office, single-sample test done in conjunction with a digital rectal exam is NOT recommended for CRC screening and is NOT reimbursed by the CSP. Additionally, any client who receives an in-office, single-sample fecal test and has a positive or abnormal result cannot be enrolled in the CSP for a screening or diagnostic colonoscopy. While these clients will need to be referred for gastrointestinal (GI) evaluation, they are ineligible for CSP-funded services.*

Screening Colonoscopy

A colonoscopy involves the examination of the entire colon and rectum using a long, flexible tubular instrument, called a colonoscope. The colonoscope contains a light source and a camera lens. If polyps or suspicious areas are seen, these areas can be removed during the procedure. Most colonoscopies are performed in a hospital or diagnostic and treatment center by a gastroenterologist. Because the procedure is uncomfortable, conscious sedation or anesthesia is typically provided during the exam.

The colon must be flushed before a colonoscopy is performed so that the doctor can clearly see the lining. This preparation includes dietary restrictions one week prior to the colonoscopy. The day before the colonoscopy, only clear liquids can be consumed and a prescribed laxative, which can cause loose and frequent bowel movements, must be taken.

The CSP provides reimbursement for the use of colonoscopy as a first-line CRC screening test only for those individuals determined to be at high or increased risk for CRC. The use of colonoscopy in average-risk clients is limited to diagnostic colonoscopies if an abnormality is found during a fecal test. Approximately 15% to 20% of CRC cases occur among people who are at increased risk and approximately 5% to 10% of CRC cases occur among people who are at high risk. If a colonoscopy is determined to be medically contraindicated by a physician, individuals at increased or high risk should be screened with a double contrast barium enema alone or in combination with a flexible sigmoidoscopy (see below).

Double Contrast Barium Enema (DCBE) and Flexible Sigmoidoscopy

The CSP provides reimbursement for DCBE and flexible sigmoidoscopy only for individuals at increased or high risk for CRC when colonoscopy is medically contraindicated.

During a DCBE, the colon is first filled with a chalky white solution containing barium and is then drained, leaving behind a thin layer of barium along the colon's surface. The colon is filled with air to provide a detailed view of the inner surface of the colon, and an X-ray is taken. If any polyps or suspicious areas are seen during the DCBE, a diagnostic colonoscopy should be performed.

A flexible sigmoidoscopy involves the examination of the first third of the colon by a flexible, tubular instrument that is shorter than the colonoscope. The tubular instrument contains a light source and camera to view this portion of the colon. Cleansing of the bowel, similar to preparation for colonoscopy, is required. Sedation may be used; however, many sigmoidoscopies are performed in an office by general internists and family practice doctors without sedation. A diagnostic colonoscopy should be performed if any polyps or suspicious areas are detected during the sigmoidoscopy.

Cancer Screening Intervals

Breast Cancer

The CSP recommends and reimburses for breast cancer screening tests at the following intervals:

- mammogram every one to two years beginning at age 40 and continuing for as long as a woman is in good health
- CBE annually for women ages 40 and over in conjunction with a gynecological health assessment or just prior to their screening mammogram

Women at increased risk for breast cancer should discuss screening options with their medical providers. While the CSP does not provide reimbursement for all advanced testing for women at high risk for breast cancer, the local CSP may assist women to obtain alternate funds, either through referral to public health insurance programs for which they qualify, or to other available sources.

Cervical Cancer

The National Breast and Cervical Cancer Early Detection Program (NBCCEDP) has adopted United States Prevention Services Task Force (USPSTF) updated screening recommendations effective July 1, 2012. The CSP screening policies are intended to reach the population of women age 40-65, with a continued emphasis on reaching the priority population for cervical cancer screening of women who have never or rarely been screened (screened in the last 5 years). The CSP recommends and reimburses for cervical cancer screening tests at the following intervals:

- screening for cervical cancer in women age 40-65 years of age with cytology (Pap test) every 3 years or screening with a combination of cytology and high risk human papillomavirus (HPV) testing every 5 years for women age 40-65
- no screening for cervical cancer among women older than 65 who have had adequate screening (3 negative cytology alone or 2 negative HR HPV) in the 10 years preceding their 65th birthday, regardless of sexual history and if they are not high risk
- women who are considered high risk (e.g., HIV positive, immunocompromised and exposed in utero to diethylstilbestrol <DES>) should undergo annual cytology testing

- no cervical cancer screening for women who have had a hysterectomy with the removal of a cervix and who do not have a history of a high-grade precancerous lesion (cervical intraepithelial neoplasia <CIN> grade 2 or 3) or cervical cancer
- women who have hysterectomy for CIN disease (CIN 2 or 3) should undergo routine cervical cancer screening for 20 years even if it goes past the age 65 and women who had cervical cancer should continue routine screening for as long as they are in reasonable health. Routine screening is recommended every three years with cytology after initial post-surgery surveillance

Cervical cancer screening in women who have had a hysterectomy (removal of the uterus) is addressed in CSP Operations Manual.

Colorectal Cancer

The CSP recommends and reimburses for CRC screening tests at the following intervals:

- multi-sample fecal tests (either FOBT or FIT) annually in average-risk men and women ages 50 and older
- colonoscopy in men and women at increased or high risk for CRC to begin at varying ages depending on the individual's risk criteria

The CSP initiated a pilot program for colonoscopy in average-risk individuals who undergo "Informed Decision Making" (IDM) at specific contractor/providers in 2010. For information related to the IDM pilot, see the CSP Operations Manual.

Following a screening colonoscopy for a CSP client, CSP providers should recommend the date of the next screening or surveillance visit. Refer to CSP Operations Manual to determine when the subsequent CRC screening or diagnostic services can be reimbursed through the CSP.

Diagnostic Follow-up of Abnormal Screening Test Results

Breast Cancer

Diagnostic follow-up is performed when a breast cancer screening test (mammogram and/or CBE) indicates that additional evaluation is required to assess an abnormal finding. A self-reported abnormal finding (i.e., a finding reported by a client) is not considered an abnormal finding. CSP contractors and providers must follow the required timeframes for diagnostic follow-up per program guidance from the NBCCEDP.

Diagnostic follow-up for an abnormal finding on a breast screening test must be completed as soon as possible, but no later than 60 days from the initial screening date. The CSP will reimburse for breast cancer diagnostic services for clients only under the following circumstances:

- a mass or other suspicious finding is noted on a CBE. For the purposes of follow-up a repeat CBE, surgical consultation and/or ultrasound must be performed. A mammogram alone cannot rule out breast cancer after an abnormal CBE
- a screening mammogram is interpreted with a BIRADS result of "suspicious abnormality," "highly suggestive of malignancy," or "assessment incomplete." In the CSP, a BIRADS 0 or "assessment incomplete" mammogram that requires additional mammographic or special

views is reported as diagnostic mammogram on the Follow-up Form, not as a diagnostic mammogram on the Screening Intake Form. For further information related to the reporting of information on CSP data forms, please refer to the CSP Data Dictionary located on the "Resource" tab of the Indus Data system.

The CSP provides reimbursement for diagnostic follow-up for abnormal breast findings that are related to breast cancer. The CSP does not reimburse for surveillance of benign breast conditions. The CSP does not reimburse for screening breast ultrasound for a finding of dense breast tissue alone. If there is a clinically significant change to a previously confirmed benign breast finding, a new diagnostic evaluation may be initiated.

Clients of any age diagnosed with breast cancer or pre-cancerous breast conditions should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment.

Cervical Cancer

Diagnostic follow-up is performed when a cervical cancer screening test indicates that additional evaluation is required to assess the abnormality. CSP contractors and providers must follow the required timeframes for diagnostic follow-up per program guidance from the NBCCEDP.

Diagnostic follow-up for an abnormal finding on a cervical cancer screening test should be completed as soon as possible, but no later than 90 days after the date from the initial screening.

The CSP only provides reimbursement for diagnostic follow-up for abnormal Pap test results and pelvic exam findings that are potentially related to cervical cancer or pre-cancerous cervical changes. The local CSP should assist women with Pap test and pelvic examination results indicative of another type of gynecologic cancer (vaginal, vulvar, endometrial or ovarian) to obtain alternate funds through referral to public health insurance programs for eligible women or through other sources. Clients with non-cancerous conditions (such as infections or sexually transmitted diseases [STDs]) may be referred to Title X Family Planning Clinics, Federally Qualified Health Centers, or STD clinics for diagnosis and treatment of these conditions.

Clients of any age diagnosed with pre-cancerous cervical changes or cervical cancer should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment.

Colorectal Cancer

Diagnostic follow-up is performed when a CRC screening test indicates that additional evaluation is required to assess the abnormality that is present. CSP contractors and providers must follow required timeframes for diagnostic follow-up per program guidance.

Diagnostic follow-up for all positive fecal tests must be completed as soon as possible, but no later than 90 days from the fecal test development date. Providers should conduct proper follow-up for all positive fecal tests with a complete examination of the colon.

Abnormal results on a colonoscopy may be indicative of different conditions, including some not related to CRC or polyps. Clients found to have a condition other than polyps or CRC (such as hemorrhoids, upper gastrointestinal bleeding, or inflammatory bowel disease) should be appropriately managed by a health care provider. The CSP does not reimburse for treatment services for diagnoses other than those related to CRC. The local CSP may assist such men or women to obtain alternate funds through referral to public health insurance programs, or other sources.

Clients found to have adenomatous polyps, hyperplastic polyps, hereditary non-polyposis colon cancer (HNPCC), or familial adenomatous polyposis (FAP) should be appropriately followed-up according to clinical guidelines.

Clients diagnosed with CRC should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment.

Prior Approval Process for Colonoscopy for Individuals at Increased Risk, High Risk and Symptomatic for CRC

The CSP supports screening for asymptomatic, average-risk people age 50 and older by multi-slide high sensitivity, take-home fecal tests. CSP clients with abnormalities found on multi-slide, take-home fecal tests should be scheduled for a colonoscopy. Individuals aged 50 to 64 with specific symptoms of CRC and those individuals determined to be at elevated risk due to personal or family medical history or current medical or genetic conditions may be screened directly by colonoscopy. To be screened directly by colonoscopy, clients must receive prior approval through the CSP contractor. CSP contractors are responsible for communicating this policy to their clients and providers.

CSP providers will need to submit clear documentation of the individual's risk status in accordance with eligibility criteria to the CSP contractor. The designated CSP contractor staff will review the medical record documentation and complete a *CSP Colonoscopy Prior Approval Request Form*. A signed copy of this form shall be maintained in the CSP client record and a copy returned to the provider for inclusion in the client's medical record.

CSP Reimbursement for Anesthesia with Colonoscopy

The CSP reimburses for monitored anesthesia care only when medically indicated and administered by an anesthesiologist or certified registered nurse anesthetist (CRNA). If a medical provider or hospital chooses to use monitored anesthesia care when it is not medically necessary, the CSP will not reimburse for this service and the provider must find an alternate means to pay for these services.

The routine assistance of an anesthesiologist or CRNA for average-risk adult patients undergoing lower GI endoscopic procedures is not considered medically necessary. Thus, the CSP will not reimburse for anesthesia services unless there is a determined medical necessity and accompanying documentation is provided. This position is supported by the March 2004 consensus statement issued by the American College of Gastroenterology, American Gastroenterological Association and American Society for Gastrointestinal Endoscopy. This guidance is not intended to dictate to providers how to practice medicine; providers are expected to exercise their medical judgment in providing the most appropriate care. However, reimbursement by the CSP will require documentation of the medical necessity and verification by the contractor on a *Request for Program Funded Anesthesia with Colonoscopy form*. This information should be included in the client clinical record or documented in the colonoscopy consultation or procedure report. Documenting the reason on the CSP reporting form alone is not appropriate documentation of medical necessity.

The contractor will review supporting clinical documentation. If approved, this form should be completed by the designated contractor staff and forwarded to the CSP Data Unit after the services are entered on the CSP data system. The CSP staff will, in turn, make an override to

allow for reimbursement. CSP contractors are required to communicate this policy and procedure with their credentialed providers.

The CSP does not reimburse for conscious sedation as a separate reimbursement fee. Conscious sedation is included in the fee for colonoscopy, regardless of who administers the conscious sedation.

Clients who are scheduled for an upper endoscopy evaluation at the same time as the CSP-reimbursed colonoscopy do not qualify for CSP-funded monitored anesthesia care (MAC), under the medically necessary criteria category of a "prolonged procedure."

Identification and Reporting of Colorectal Cancer Screening Complications

Any complications resulting from a CSP-funded colonoscopy MUST be identified and reported. This includes colonoscopy performed in an outpatient setting, such as a diagnostic and treatment center credentialed under Article 28 PHL, ambulatory surgical center, or an accredited office-based surgery practice. The CSP Case Manager is responsible for the identification of clients who have experienced complications and reporting to the CSP on the CSP data system (INDUS).

CSP Policy for Breast Cancer Screening for Women below the Age of 40

Beginning April 1, 2009, women under the age of 40 were no longer eligible for breast cancer screening through the CSP, with the exception of women in that age group who are at high risk for breast cancer or have clinically significant findings for breast cancer. The CSP established criteria and the implementation of an evaluation of women under 40 who may be high-risk for breast cancer that is consistent with the National Cancer Institute recommendation that women who are at higher than average risk for breast cancer talk with a health care provider about whether to have breast cancer screening before the age of 40. The decision to screen for breast cancer should be based on an informed decision-making process between a woman and her health care provider.

Please note that mammography may not be indicated for women younger than age 35 who meet one or more of the high-risk criteria on a risk assessment. Clinically accepted guidelines from the National Comprehensive Cancer Network (NCCN) should be utilized when determining whether breast cancer screening is necessary in younger women.

Evaluation

There are multiple factors that determine a woman's risk for breast cancer including, but not limited to, a personal and/or family history of breast, ovarian, and other cancers, the age at which the person(s) was diagnosed with a particular cancer, or a history of chest irradiation for treatment of lymphoma during adolescence or young adulthood. These individuals are considered to have an "undetermined" risk for breast cancer and should be referred to an appropriate health care provider for a full clinical assessment, which can include an evaluation of lifetime risk of breast cancer using clinically recognized risk assessment tools. Where appropriate, individuals can be referred for zero-based sliding fee scale genetic counseling for assessment of risk. The CSP toll-free referral line (1-866-442-2262) can link individuals with genetic counseling services in their area. It is not the role of local CSP staff to provide clinical risk assessments.

Women younger than the age of 40 who meet CSP financial eligibility and present to a local CSP with a concern of being at high risk for breast cancer should undergo risk evaluation by an appropriate health care provider before being referred for breast cancer screening services in the CSP. The CSP will reimburse for breast cancer screening services (CBE and screening mammography) and any necessary CSP-reimbursable diagnostic services for individuals under the age of 40 when one of the following criteria are met and screening has been recommended and documented by a NYS-licensed health care provider on a *Provider Attestation of Client Eligibility for Women less than 40 years of Age*:

High Risk for Breast Cancer Criteria

- a woman is determined to have a 5-year risk of invasive breast cancer greater than or equal to 1.7%, or a lifetime risk greater than or equal to 20%
- a woman is determined to have a known genetic predisposition for breast cancer by genetic testing (i.e., a BRCA 1 or 2 mutation)
- a woman has a personal history of breast cancer (and is not in active treatment)
- a woman has a personal history of receiving thoracic (chest) irradiation in her teens or 20s

These high-risk criteria have been adapted from those identified by the National Comprehensive Cancer Network (NCCN).

Clinically Significant Findings Criteria

Women younger than the age of 40 presenting with a self-reported symptom concerning for breast cancer should undergo an evaluation with a NYS-licensed health care provider. The CSP will not reimburse for CBE in 18-39 year old individuals with self-reported symptoms. The CSP will reimburse for diagnostic evaluation of one or more of the following clinically significant findings after such a finding has been evaluated by a NYS-licensed health care provider who determines whether diagnostic evaluation is necessary AND that provider documents the request on a *Provider Attestation of Client Eligibility for Women less than 40 Years of Age* form. The following clinically significant findings have been identified by the NBCCEDP and the NCCN and are endorsed by the CSP:

- discrete, dominant mass in breast
- spontaneous nipple discharge without a discrete, dominant mass in breast
- asymmetric thickening or nodularity
- skin or nipple changes

The following diagnostic services, where appropriate, are reimbursable through the CSP:

- diagnostic ultrasound
- breast fluid cytology
- diagnostic mammography and/or
- referral for surgical consultation and biopsy if necessary

Use of Magnetic Resonance Imaging (MRI) as an Adjunct Screening Tool in Women at High Risk for Breast Cancer (for women of all ages):

The CSP acknowledges recent literature regarding the use of MRI as an adjunct screening tool in women at high risk for breast cancer. The level of evidence for these recommendations, however, is based on nonrandomized screening trials, observational studies and expert opinion. In 2005, the NBCCEDP released a white paper on technologies for the early detection of breast cancer. At that time, it was recommended that MRI not be reimbursed as a screening examination for women of any age at either high or average risk for breast cancer. The rationale for this decision was based on concerns about program operations, accuracy, reproducibility and access. The NBCCEDP has not changed its position on this topic since that time. Additionally, in 2007, a Hayes technology review looked at MRI for breast cancer screening in women at high risk. Although moderate evidence was found to suggest that MRI was more sensitive than mammography for the detection of breast cancers, there was a lack of randomized trials comparing mammography screening programs with programs that combine mammography with MRI. Based on this information, the relative impact of MRI on the breast cancer mortality of high-risk women is currently unknown. Therefore, the CSP does not reimburse for the use of MRI as an adjunct screening tool in women of any age including those at high risk for breast cancer.

Exhibit "B"

Patient Service Fees (Total Contract Amount) \$ 269,412

Maximum Reimbursable Amount \$ 134,706

Exhibit C
Reporting and Vouchering Requirements

The **Reporting Frequency** for this Contract shall be:

Monthly

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted:

Suzanne Fusco
NYS Dept. of Health
Division of Chronic Disease
Empire State Plaza, Corning Tower
Room 1025
Albany, NY 12237-0658

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the Agreement, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations** –
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph. HRI agrees to indemnify, defend and hold harmless, the Contractor, its officers, directors, agents, servants, employees and representatives, from and against any and all claims, actions, judgments, settlements, loss or damage, together with all costs associated therewith, including reasonable attorneys' fees arising from, growing out of, or related to HRI or its agents, employees, representatives performance or failure to perform during and pursuant to this Agreement.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

- 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
- 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer and Use of Logos: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by Project Sponsor number <insert award #> from <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that 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, Contractor agrees that neither it nor its authorized subcontractors, if any, 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 Agreement. 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Contractor's duties under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Contractor's performance under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

- f) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.

- 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the PHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
 - c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
 - d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
 - e) Criminal Penalties for Acts Involving Federal Health Care Programs - Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
 - f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
 - g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - h) Anti-Kickback Act Compliance - If this contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - i) Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
 - j) Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

- k) Clean Air Act Compliance - If this contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- l) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) 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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- d) If 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 a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- i) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- j) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/revisedlep.html>.
- k) Equal Employment Opportunity, requires compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

October 14, 2013

FN 20 13-387



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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

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

The New York State's Office of Temporary and Disability Assistance has encouraged local districts to design programs which assist applicants or recipients of public assistance in obtaining employment, therefore alleviating or reducing their need for Temporary Assistance.

This renewal Agreement is with the Oneida County Workforce Development which operates Oneida County's Pride in Work Program for all TANF employable applicant/recipients. The program is a full time four week training component combining life skills, work experience, job search and the assistance of job developers. It is designed to reduce the number of new TANF cases in Oneida County.

The term of the Agreement is July 1, 2013 through June 30, 2014. The total cost for this Purchase of Services Agreement is \$ 332,729 and there is no local cost to support this contract.

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

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 10/21/13

10/14/13
67301

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Oneida County Department Workforce Development
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Services: JOB Readiness/ JOB Placement & Pride in Work Program

Proposed Dates of Operations: July 1, 2013 through June 30, 2014

Client Population/Number to be Served: Safety Net Applicants and Temporary Assistance Recipients TANF/Safety Net. Numbers are unlimited.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: This is a full time four week program operated at the Access Center in Utica & the Adult Learning Center in Rome. A class begins every week in Utica & on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume' writing, interviewing techniques and budgeting. The second two weeks involves an active job search combined with an assignment to a work experience.

The Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills to include resume preparation, application and interviewing skills,
- Computer and internet based application skills and communication,
- Oral communication and phone skills,
- Attendance, dress and workplace etiquette, including conflict resolution,
- Motivation, self confidence, perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

2). Program/Service Objectives and Outcomes This is a full time four week program designed to help Temporary Assistance Applicants/Safety Net find employment which would negate their need for temporary assistance benefits. Public Assistance Recipients that are considered employable will also be placed into the program to reduce their need for public assistance by obtaining employment.

3). Program Design and Staffing Level - This Contract is with the Office of Employment & Training and they have a subcontract with Madison/Oneida BOCES.

Staffing: Employment & Training

1 Full-time Project Coordinator
1 Full-time Job Developer
1 Full-time Job Placement Assistant

Madison/Oneida BOCES

1 Full-time Work Skills Teacher I
1 Full-time Work Skills Teacher II
1 Full-time Work Skills Teacher III
1 Full-time Program Supervisor

Total Funding Requested: \$ 332,729

Oneida County Dept. Funding Recommendation: Account # A6014.49543

Mandated or Non-mandated: Non-mandated, however all safety net applicants and family assistance applicants are required to look for work prior to their case opening.

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

Federal	100% =	\$ 332,729
State	0 % =	\$ 0
County	0 % =	\$ 0

Cost Per Client Served:

Past performance Served: The maximum cost of the Contract for the period July 1, 2012 through June 30, 2013 was \$311,000.

O.C. Department Staff Comments: The Department originally contracted for this service with both Madison/Oneida BOCES and the Office of Employment and Training. The two agencies have combined their programs since 1997. The program has proved to be one of the most successful employment readiness programs operated by the Department.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County, through its Oneida County Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Oneida County Workforce Development, 209 Elizabeth Street, Utica New York 13501 (hereinafter called Contractor).

WHEREAS, the Department desires to reduce the number of recipients of Temporary Assistance and Supplement Nutrition Assistance Program (SNAP) through placement in meaningful employment,

WHEREAS, the Contractor has the experience and staff to train Temporary Assistance and SNAP recipients or applicants to obtain basic job skills and to assist in the job placement of those recipients or applicants who have successfully completed the program,

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

This Agreement is to begin on the 1st day of July, 2013, and will end on the 30th day of June, 2014. Any option to extend the contract or to contract for a new period of time under the same terms and conditions herein, is at the option of the Department.

The Contractor agrees to perform the "Pride in Work" program (hereinafter "Program") as follows:

- Administer TABE test or equivalent instrument to measure educational level.
- Teach Job finding skills to include resume preparation, application and interviewing skills, updating registration with One Stop
- Teach computer and internet based application skills and communication
- Teach oral communication and phone skills
- Teach attendance, dress and workplace etiquette, including conflict resolution
- Teach motivation, self confidence, perseverance
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program

The Department agrees to determine eligibility and select participants for the Program.

The Contractor agrees to notify the Department of Program attendees, no-shows and terminations and of employments on a current basis as they occur. The Contractor will submit attendance sheets with any progress comments and verified excuses for time missed to the Department. Employments will be reported to the Department and verified after the start date with the following information:

Name and address of employer, start date, rate of pay, hours/days and shift, pay period, and expected date of the first pay.

The Contractor agrees to compile Program Evaluation data / material at the mid-point of the contract, and at the conclusion of each Program.

The liaison for this Program shall be;

(1) from the Oneida County Department of Social Services:

Philip Martini Employment Supervisor

(2) from the Madison - Oneida BOCES:

Continuing Education

(3) from the Oneida County Office of Workforce Development: David Mathis

The Department agrees to pay the cost, up to a maximum of \$332,729 for the term of this Agreement as per attached budget.

The Contractor will bill as stated above on a monthly basis, on a County voucher with the supporting documentation attached including participants names, case numbers, and training status. The Contractor agrees to provide other data as required by the Department.

The Contractor agrees to reconcile all expenditures, as stated on the billing vouchers, including specific personal costs.

The Department and the Contractor will meet monthly to review the contract, and at other times as requested by either party.

The Contractor agrees to maintain financial records and necessary supporting documents as required by the Department. Such financial and statistical records shall be subject at all reasonable times to inspection, review, or audit by authorized County, State, and / or Federal personal.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department, pursuant to the applicable provisions of the Social Services Law and any New York State Department regulations promulgated thereunder, as well as any applicable Federal Laws and any regulations promulgated, thereunder, and shall not be disclosed except as authorized by law.

The Department shall be held harmless for any liability whatsoever for whatever reason associated with the training or placement of any of its Temporary Assistance and SNAP clients enrolled in the Pride in Work Program, delivered by the Contractor.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

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

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

The activities provided by this Contract are not otherwise available on a non-reimbursable basis.

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

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10-7-13

Agency: Oneida County Workforce Development

Authorized Signature: David Mathis

Print Authorized Name: DAVID L. MATHIS

Title: DIRECTOR

JULY 1, 2013 - JUNE 30, 2014
PRIDE IN WORK

Salaries:

Mary Beth Ricci	100%	\$ 39,884.00
Nancy Gaston	100%	\$ 30,498.00
Juan Lehner	100%	\$ 29,484.00
Mary Rieth	25%	\$ <u>5,000.00</u>
Total Salaries:		\$104,866.00

Fringe Benefits

Mary Beth Ricci	100%	\$ 8,590.00
Nancy Gaston	100%	\$ 12,706.00
Juan Lehner	100%	\$ <u>7,795.00</u>
Total Benefits		\$ 29,091.00

Total Salaries & Benefits \$133,957.00

Other Expenses:

Rent/Lease	\$ 4,371.00
Tele./Internet	\$ 615.00
Supplies	\$ 200.00
Mileage	\$ 333.00
Bus Passes	\$ 500.00
One-Stop Desk (Rome)	\$ 4,080.00
Administration/Overhead	\$ 3,750.00
Contract Expense (Madison-Oneida BOCES)	\$ <u>184,923.00</u>
Total Other Expenses	\$ 198,772.00

Grand Total \$ 332,729.00

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
 - * (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
 - * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.web.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall

follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and

operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been 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.

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Oneida County Workforce Development
NAME OF CONTRACTED AGENCY

David L. Mathis, Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Mathis 10-7-13
SIGNATURE DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of July, 2013, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an

opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

By: David Mathis

Name:

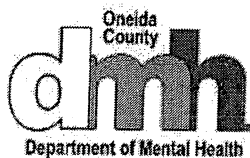
Oneida County Executive

Approved as to Form only

Oneida County Attorney



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

FN 20 13-388

120 Airline Street
Suite 200
Oriskany, New York 13424

October 30, 2013

HEALTH & HUMAN SERVICES
WAYS & MEANS

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

[Signature]
Anthony J. Picente, Jr.
County Executive

Date 11/5/13

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and The Rescue Mission of Utica, New York, for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$1,122,809.00** per year. The total for all three years of this contract will be **\$3,368,427.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

[Signature]
Debra A. Whiteford
Interim Commissioner



DAW/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: The Rescue Mission of Utica, New York

Title of Proposed Service/Program: Enriched Single Room Occupancy, Addictions Crisis Center

Proposed Dates of Operation: January 1, 2014 through December 31, 2016

Client Population/Number to be Served: Adults with serious mental illness and substance abuse disorder in need of residential care & treatment

Summary Statements:

I. Narrative Description of Service/Program:

A. Enriched Single Room Occupancy (ESRO) Program (8050) (\$334,870 per year)

The 24/7, 52-bed residential program for adults with mental illness promotes individual recovery & functioning. Services include: medication & case management, transport to medical appointments, social recreation, education/behavioral counseling, and job services.

B. Addictions Crisis Center (ACC) (3510) (\$787,939 per year)

The 24/7, 25-bed center provides screening/assessment, treatment and linkage to services for persons with a dual diagnosis of mental illness and substance abuse.

II. Service/Program Objectives and Outcomes:

The objectives are to help individuals maintain stability and learn skills to be independent.

III. Service/Program Design and Staffing:

The ESRO and ACC Programs are certified and adhere to all regulations per the NYS Office of Mental Health (OMH) and Office of Alcoholism and Substance Abuse Services (OASAS).

Total Funding Requested per year:

Account #: A4310.49522

Gross Budget		\$1,122,809.00
Net Amount		\$1,122,809.00
State Funds	OMH	\$ 334,870.00
	OPWDD	\$ 0
	OASAS	\$ 787,939.00
County Funds		0
Total full three years		\$3,368,427.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$3,368,427.00 be approved for 2014-2016.

Cost Per Person Served: (N/A)

Proposed Funding Sources (Federal \$/State \$/County\$) per year: 100% State Aid \$3,368,427.00

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and The Rescue Mission of Utica, New York, having its principal office located at 212 Rutger Street, Utica, New York 13501, hereinafter referred to as the "**Provider Agency**".

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 **Provider Agency** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Provider Agency** shall:

(A) Provide a 52-bed Enriched Single Room Occupancy (ESRO) Residential Program (also referred to as the Enriched Living Center) for adults diagnosed with mental illness. Services include: medication management, health care, pharmacy, phlebotomy, representative payee, transportation, crisis intervention, case management, educational & behavioral counseling, adult day care, employment & vocational services, and social & recreational activities. These will be provided with adherence to the NYS OMH regulations;

(B) Operate a 25-bed Addiction Crisis Center (ACC) consistent with NYS OASAS regulations for a medically monitored facility. ACC will provide 24 hour oversight to chemically dependent individuals suffering a situational crisis and/or at risk of relapse. Services include screening, assessment, and linkage to treatment.

3. The **Provider Agency** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS 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 **Provider Agency** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Provider Agency** 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 the **Provider Agency**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. The **Provider Agency** 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.

6. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of **\$1,122,809.00 (one million one hundred twenty-two thousand eight hundred nine dollars)** per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Provider Agency**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Provider Agency** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Provider Agency** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Provider Agency**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Provider Agency**.

10. The **Provider Agency** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Provider Agency** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this

date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.

- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) **OASAS Mid-Year Claim** for the current year is required to be received by the **County** by August 1st.
- g) **OASAS Consolidated Budget Report (CBR)** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) **OMH CBRs** for the current year are required to be received by the **County** by October 15th.

11. The **Provider Agency** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Provider Agency** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Provider Agency** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Provider Agency** 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 **Provider Agency** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the 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 Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency 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 Provider Agency'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 Provider Agency must provide the County proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

14. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the

Provider Agency fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** becomes bankrupt or insolvent or falsify 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 **Provider Agency**.

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 **Provider Agency** prior to the termination of this Agreement that are pursuant to and after **Provider Agency** 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.

15. The **Provider Agency** 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 **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** 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 access to confidential information, the **Provider Agency** promises that:

- A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:
1. The **Provider Agency** will only access confidential information for which there is a need to know; and
 2. The **Provider Agency** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
 3. The **Provider Agency** will not misuse confidential information or carelessly handle confidential information.
 - B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.
 - C. The **Provider Agency** will report activities by any individual or entity that is suspected of or 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. The **Provider Agency** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - E. The **Provider Agency** understands that there is 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 any access code, other

authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** 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, they 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 **Provider Agency** shall 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.”

17. The **Provider Agency** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: *Debra A. Whiteford*
Debra A. Whiteford
Interim Commissioner, Department of Mental Health

10/15/13

Date

PROVIDER AGENCY

By: *Paul Plevritis*

Paul Plevritis, President
Board of Directors
The Rescue Mission of Utica, New York

9/27/13

Date

By: *Michael Dow*

Michael Dow, Finance Director
The Rescue Mission of Utica, New York

9/27/13

Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/11/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$334,870.00
OPWDD	\$0.00
OASAS	\$787,939.00
Total State Aid	\$1,122,809.00
County Funds	\$0.00
TOTAL FUNDING	\$1,122,809.00

		# Payments	Total Amount
Monthly Voucher Amount January - November	\$93,568.00	11	\$1,029,248.00
Final Voucher Amount December	\$93,561.00	1	\$93,561.00
			<hr/> \$1,122,809.00

APPENDIX B

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

212 Rutgers Street
Utica, NY 13501

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

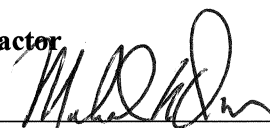
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

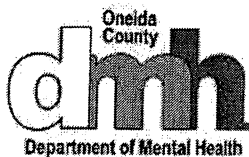
By:  _____
Michael Dow, Finance Director
The Rescue Mission of Utica, New York

Approved as to Form only

Oneida County Attorney



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 13 - 389

120 Airline Street
Suite 200
Oriskany, New York 13424

HEALTH & HUMAN SERVICES

October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 11/5/13

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Lawrence Farago, MD, for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$200.00** per completed CPL 730 evaluation and **\$150.00** per hour for AOT Investigation. The total of all services cannot exceed **\$25,000.00** per year or **\$75,000.00** for the full three years of the contract period. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner



DAW/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Lawrence Farago, MD
Title of Proposed Service/Program: AOT Evaluations and CPL 730 Evaluations
Proposed Dates of Operation: January 1, 2014 through December 31, 2016
Client Population/Number to be Served: Oneida County individuals AOT or CPL 730 Evaluations.

Summary Statements:

I. Narrative Description of Service/Program Performance:

- A. Complete psychosocial/risk assessments, mental health evaluations and adult investigations for assisted outpatient treatment program;
- B. Perform duties required to facilitate Articles 9.60 of Mental Hygiene Law; and provide for the provision of Custody where the individual is an immediate threat to him/herself or others.
- C. Complete psychiatric evaluations pursuant to Criminal Procedure Law Article 730, and to provide consultation to determine whether an individual lacks the capacity to understand proceedings or to assist in his/her defense;
- D. Complete trainings provided relevant to policies, procedures and legislative updates;
- E. 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.

II. Service/Program Objectives and Outcomes:

Provide necessary AOT investigations, and CPL 730 evaluations.

III. Service/Program Design and Staffing: (N/A)

Total Funding Requested:

\$200.00 per completed CPL 730 evaluation
\$150.00 per hour for AOT Investigation

Account #: A4310.195

Oneida County Department Funding Recommendation(s):

It is recommended that \$200.00 per CPL 730 evaluation; and \$150.00 per hour for AOT Investigation be approved for 2014. The total of all services cannot exceed \$25,000.00 per year or \$75,000.00 for the full three year contract.

Past Performance Data: (N/A)

Proposed Funding Sources (Federal \$/State \$/County \$): 100% OMH State Aid

\$200.00 per completed CPL 730 evaluation; and \$150.00 per hour for AOT Investigation

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Lawrence Farago, MD, having its principal office located at 1 Woodstock Court, New Hartford, New York 13413, 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 **Consultant** hereby warrants that they have the proper and necessary credentials and experience to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.
2. The **Consultant** shall:
 - (A) Complete any and all assigned psychosocial assessments, risk assessments, mental health evaluations and adult investigations referred to the Oneida County AOT program and assigned by the Commissioner of Mental Health and/or the Director of Adult Mental Health Services. Including a review of clinical records and information from other providers, individual assessments, consultation with current service providers, report preparation and court testimony;
 - (B) Perform such duties as may be required as a designee of the Director of Community Services for Oneida county Department of Mental Health to facilitate Article 9.60 of Mental Hygiene Law;
 - (C) Complete any and all mutually agreed upon and assigned psychiatric evaluations referred to the Oneida County Mental Health Department pursuant to Criminal Procedure Law Article 730;
 - (D) Provide consultation to the Oneida County Mental Health Department to determine whether an individual, as a result of mental disease or defect, lacks the capacity to understand the proceedings against him/her or to adequately assist in his/her defense.
 - (E) Complete any and all trainings provided by the Oneida County Department of Mental Health relevant to policies, procedures and legislative updates;
 - (F) 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.

3. The **Consultant** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS 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 **Consultant** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Consultant** 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 the **Consultant**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. 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.

6. The **Consultant** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Consultant** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Consultant** a maximum of **\$200.00 (two hundred dollars)** per completed CPL 730, and **\$150.00 (one hundred fifty dollars)** per hour for AOT Investigation. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Consultant**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Consultant** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Consultant** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Consultant**.

9. The **County** will make payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Consultant**.

10. The **Consultant** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Consultant** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) *Office of Persons with Developmental Disabilities (OPWDD) Budgets* for the current year is required to be received by the **County** by February 1st.
- b) *Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims* for the prior year are required to be received by the **County** by April 15th.
- c) *Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests* for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) *OMH, OASAS and OPWDD (Full) Audited CFR* for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) *Fully Audited CFRs for OMH, OPWDD, and OASAS* for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) *OASAS Mid-Year Claim* for the current year is required to be received by the **County** by August 1st.
- g) *OASAS Consolidated Budget Report (CBR)* for the next year is (with scope) required to be received by the **County** by September 15th.
- h) *OMH CBRs* for the current year are required to be received by the **County** by October 15th.

11. The **Consultant** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Consultant** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Consultant** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Consultant** 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 **Consultant** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Consultant further covenants and agrees to indemnify, defend and hold harmless the 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 proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

14. Either party may terminate this Agreement by giving fifteen (15) 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 falsify 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 **Consultant** 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 it's 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.

15. 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** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors 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 access to confidential information, the **Consultant** promises that:

- A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:
1. The **Consultant** will only access confidential information for which there is a need to know; and
 2. The **Consultant** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
 3. The **Consultant** will not misuse confidential information or carelessly handle confidential information.
- B. The **Consultant** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Consultant** accepts responsibility for all activities undertaken using any access code and other authorization.
- C. The **Consultant** will report activities by any individual or entity that is suspected of

or 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. The **Consultant** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Consultant** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Consultant** will safeguard the confidentiality of all confidential information.

F. The **Consultant** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. 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 NYSDDS regulation and Section 2782 of the Public Health Law, they 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** shall 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.”

17. The **Consultant** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Consultant** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: Debra A. Whiteford
~~Debra A. Whiteford~~
Interim Commissioner, Department of Mental Health

10 / 30 / 13
Date

CONSULTANT

By: [Signature]
Lawrence Farago, MD
Consultant

10 / 28 / 13
Date

Approved as To Form Only:
Oneida County Attorney:

By: Raymond J. Bara
Date: 11 / 05 / 13

Updated 06/20/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

100% OMH	CPL 730 Evaluation:	\$200.00	per completed
	AOT Investigation:	\$150.00	per hour

APPENDIX B

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

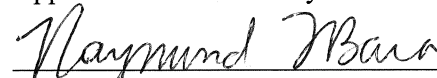
County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

By: _____
Lawrence Farago, MD
Consultant

Approved as to Form only



Oneida County Attorney



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



FN 20 13 390

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

HEALTH & HUMAN SERVICES

120 Airline Street
Suite 200
Oriskany, New York 13424

WAYS & MEANS

October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 11/5/13

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and House of the Good Shepherd, for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$51,500.00** per year. The total for all three years of this contract will be **\$154,500.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner



DAW/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: House of the Good Shepherd
1550 Champlin Avenue
Utica, NY 13502

Title of Proposed Service/Program: Child and Youth Short-Term Respite

Proposed Dates of Operation: January 1, 2014 through December 31, 2016

Client Population/Number to be Served: Oneida County children and youth with a serious emotional disturbance and/or severe behavioral disorder

Summary Statements:

I. Narrative Description of Service/Program Performance:

A. Children’s Respite (2990) (\$51,500 per year)

Assessment to determine suitable placement for children referred from Tier 1, Neighborhood Center Mobile Crisis Assessment Team and Child Guidance Clinics, Upstate Cerebral Palsy’s Community Health and Behavioral Services and hospital emergency departments. Beds are located at the Milton Abelow Children’s Shelter (MACS) or in a certified foster home. Provide crisis intervention/diffusion services and discharge planning including emergency back-up plans necessitating a child’s removal from respite. Recruit, screen, train and certify foster family boarding homes.

II. Service/Program Objectives and Outcomes:

Maintain children in the community; enhance parenting skills and keep families intact.

III. Service/Program Design and Staffing:

Facility and individual Foster Families within the Oneida County

<u>Total Funding Requested per year:</u>		<u>Account #:</u>	A4310.4951
Gross Budget	\$	51,500.00	
State Funds	OMH	\$	51,500.00
	OPWDD		0
	OASAS	\$	0
County Funds		\$	0
Total full three years	\$	154,500.00	

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$154,500.00 be approved for 2014-2016.

Service Units: (N/A)

Proposed Funding Sources (Federal \$/State \$/County\$) per year: 100 % State Aid \$154,500.00

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and House of the Good Shepherd, having its principal office located at 1550 Champlin Avenue, Utica, New York 13502, hereinafter referred to as the "**Provider Agency**".

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 **Provider Agency** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Provider Agency** shall:

- (A) Assess and determine a suitable crisis respite placement for children who, through their treatment provider, do not have existing respite arrangements with the House of The Good Shepherd. This includes referrals from Tier 1, Neighborhood Center's Mobile Crisis Assessment Team, Neighborhood Center Child Guidance Clinics, Upstate Cerebral Palsy's Community Health and Behavioral Services and Oneida County hospital emergency departments;
- (B) Provide short-term residential crisis respite beds and respite services at the Milton Abelow Children's Shelter (MACS) or in a certified foster home;
- (C) Provide crisis intervention/diffusion services and discharge planning including emergency back-up plans necessitating a child's removal from respite;
- (D) Recruit, screen, train and certify foster family boarding homes to become respite providers.

3. The **Provider Agency** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS 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 **Provider Agency** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Provider Agency** 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 the **Provider Agency**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. The **Provider Agency** 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.

6. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of \$75.00 (seventy-five) per day for planned respite not to exceed **\$1,500.00 (fifteen hundred)** per year; \$340.12 (three hundred forty dollars and twelve cents) per day for crisis institutional respite at MACS; and \$150.00 per day for crisis foster boarding home respite not to exceed **\$50,000.00 (fifty thousand)** per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Provider Agency**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Provider Agency** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Provider Agency** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Provider Agency**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Provider Agency**.

10. The **Provider Agency** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Provider Agency** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.

- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) **OASAS Mid-Year Claim** for the current year is required to be received by the **County** by August 1st.
- g) **OASAS Consolidated Budget Report (CBR)** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) **OMH CBRs** for the current year are required to be received by the **County** by October 15th.

11. The **Provider Agency** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Provider Agency** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Provider Agency** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Provider Agency** 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 **Provider Agency** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the 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 Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency 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 Provider Agency'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 Provider Agency must provide the County proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

14. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Provider Agency** fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** becomes bankrupt or insolvent or falsify 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 **Provider Agency**.

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 **Provider Agency** prior to the termination of this Agreement that are pursuant to and after **Provider Agency** 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 it's 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.

15. The **Provider Agency** 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 **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** 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 access to confidential information, the **Provider Agency** promises that:

A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

1. The **Provider Agency** will only access confidential information for which there is a need to know; and
2. The **Provider Agency** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
3. The **Provider Agency** will not misuse confidential information or carelessly handle confidential information.

B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.

C. The **Provider Agency** will report activities by any individual or entity that is suspected of or 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. The **Provider Agency** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** 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, they 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 **Provider Agency** shall 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.”

17. The **Provider Agency** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: _____
Debra A Whiteford
Interim- Commissioner, Department of Mental Health

Date

PROVIDER AGENCY

By: _____
William Holicky
William Holicky
Executive Director
House of the Good Shepherd

10/18/13
Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/11/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$51,500.00
OPWDD	\$0.00
OASAS	\$0.00
Total State Aid	\$51,500.00
County Funds	\$0.00
TOTAL FUNDING	\$51,500.00

		# Payments	Total Amount
Monthly Voucher Amount January - November	\$4,292.00	11	\$47,212.00
Final Voucher Amount December	\$4,288.00	1	\$4,288.00
			<u>\$51,500.00</u>

APPENDIX B

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

1550 Champlin Ave.
Utica, NY 13502

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

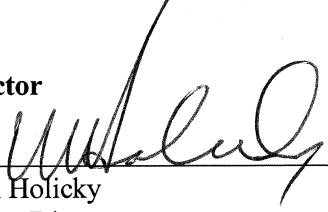
County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Approved as to Form only

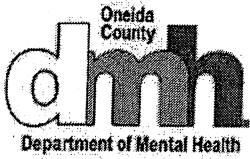
Oneida County Attorney

Contractor

By: 
William Holicky
Executive Director
House of the Good Shepherd



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 13-391

October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Elaine Angwin, for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$36,386.00** per year. The total for all three years of this contract will be **\$109,158.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner

DAW/mb
Encs.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 11/5/13



Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Elaine Angwin
Title of Proposed Service/Program: Parent Advocate
Proposed Dates of Operation: January 1, 2014 through December 31, 2016
Client Population/Number to be Served: Oneida County families whose children have a diagnosed serious emotional disturbance.

Summary Statements:

I. Narrative Description of Service/Program Performance:

- A. Provide outreach and support services to the families;
- B. Provide consultation to the Oneida County Tier I planning groups;
- C. Attend programmatic meetings, and provide Progress Note documentation to OCDMH.

II. Service/Program Objectives and Outcomes:

Through the provision of outreach services, children and youth at risk will be identified. Follow-up support services will be provided to their parents to allow the family to remain intact.

III. Service/Program Design and Staffing:

30 hours per week
\$23.00 per hour

Total Funding Requested per year:

Account #: A4310.195

Gross Budget		\$ 36,386.00
State Funds	OMH	\$ 36,386.00
	OPWDD	0
	OASAS	\$ 0
County Funds		\$ 0
Total full three years		\$ 109,158.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$109,158.00 be approved for 2014-2016.

Service Units: (N/A)

Proposed Funding Sources (Federal\$/State\$/County\$) per year: 100% State Aid \$109,158.00

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Elaine Angwin, having its principal office located at 9582 Whittaker Road, Holland Patent, New York 13354, 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 **Consultant** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.
2. The **Consultant** shall:
 - (A) Provide outreach and support services to families whose children have a diagnosed serious emotional disturbance;
 - (B) Provide consultation to the Oneida County Tier 1 planning groups;
 - (C) Attend case-specific meetings and provide progress note documentation to the Oneida County Department of Mental Health.
3. The **Consultant** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.
4. The **Consultant** 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 the **Consultant**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.
5. 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.

6. The **Consultant** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Consultant** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Consultant** a maximum of **\$36,386.00 (thirty six thousand three hundred eighty-six dollars)** per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Consultant**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Consultant** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Consultant** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Consultant**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Consultant**.

10. The **Consultant** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Consultant** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) **OASAS Mid-Year Claim** for the current year is required to be received by the **County** by August 1st.
- g) **OASAS Consolidated Budget Report (CBR)** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) **OMH CBRs** for the current year are required to be received by the **County** by October 15th.

11. The **Consultant** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Consultant** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Consultant** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Consultant** 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 **Consultant** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Consultant further covenants and agrees to indemnify, defend and hold harmless the 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 proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

14. Either party may terminate this Agreement by giving fifteen (15) 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 falsify 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 **Consultant** 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.

15. 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** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors 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 access to confidential information, the **Consultant** promises that:

A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

1. The **Consultant** will only access confidential information for which there is a need to know; and
2. The **Consultant** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
3. The **Consultant** will not misuse confidential information or carelessly handle confidential information.

B. The **Consultant** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Consultant** accepts responsibility for all activities undertaken using any access code and other authorization.

C. The **Consultant** will report activities by any individual or entity that is suspected of or 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. The **Consultant** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Consultant** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Consultant** will safeguard the confidentiality of all confidential information.

F. The **Consultant** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. 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, they 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** shall 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.”

17. The **Consultant** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Consultant** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: Debra A. Whiteford
Debra A. Whiteford
Commissioner, Department of Mental Health

10/15/13
Date

Interim

CONSULTANT

By: Elaine Angwin
Elaine Angwin
Parent Advocate/Consultant

10/4/13
Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/20/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$36,386.00
OPWDD	\$0.00
OASAS	\$0.00
Total State Aid	\$36,386.00
County Funds	\$0.00
TOTAL FUNDING	\$36,386.00

Hourly Voucher Amount	\$23.00
Maximum Hours per Week	30

APPENDIX B

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.


The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

By: 
Elaine Angwin
Parent Advocate/Consultant

Approved as to Form only

Oneida County Attorney



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 13 - 392

October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Kids Oneida Inc., for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$50,000.00** per year. The total of all three years of this contract will be **\$150,000.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

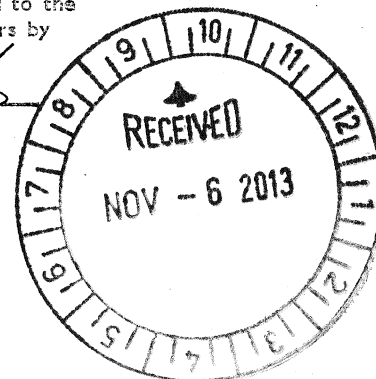
Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner

DAW/mb
Encs.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 11/5/13



**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Kids Oneida, Inc.
310 Main Street
Utica, NY 13501

Title of Proposed Service/Program: Children & Family Intervention

Proposed Dates of Operation: January 1, 2014 through December 31, 2016

Client Population/Number to be Served: Oneida County children and youth with a serious emotional disturbance and/or severe behavioral disorder, and their parents/families

Summary Statements:

I. Narrative Description of Service/Program Performance:

- A. Provide treatment and services for youth appropriately diagnosed, and their families.
- B. Assign a Service Program for Individual Needs (SPIN) Coordinator to monitor services implemented via the Tier 1 Process.
- C. Attend all case-specific meetings to assist in the coordination and collaboration of case assignments and case reviews.
- D. Provide documentation of services provided within 15 days of service for each episode.

II. Service/Program Objectives and Outcomes:

The primary objective is to maintain children in the community and enhance parenting skills keeping families intact.

III. Service/Program Design and Staffing:

The program meets the models developed by the NYS Office of Mental Health (OMH)

Total Funding Requested per year: **Account #:** A4310.4951

Gross Budget		\$ 50,000.00
State Funds	OMH	\$ 50,000.00
	OPWDD	0
	OASAS	\$ 0
County Funds		\$ 0
Total full three years		\$ 150,000.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$150,000.00 be approved for 2014-2016.

Service Units: (N/A)

Proposed Funding Sources (Federal \$/State \$/County\$) per year: 100% State Aid \$150,000.00

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Kids Oneida Inc., having its principal office located at 310 Main Street, Utica, New York 13501, hereinafter referred to as the "**Provider Agency**".

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 **Provider Agency** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Provider Agency** shall:

- (A) Provide specialized treatment and support services for children and youth diagnosed with a serious emotional disturbance or severe behavioral disorder, and their families;
- (B) Assign a Service Program for Individual Needs (SPIN) Coordinator to monitor and oversee all interim individualized services developed and implemented via the Tier 1 process, i.e. Single Point of Access & Accountability (SPOA/A). The SPIN Coordinator will:
 - 1. Participate in any initial and subsequent meetings with the respective child and family.
 - 2. Link clients and their families to appropriate resources/services in a timely and coordinated manner.
 - 3. Act as a liaison between Tier 1, agency personnel and other service providers as necessary and appropriate.
- (C) Attend all case-specific and programmatic meetings convened by the Oneida County Department of Mental Health Children and Youth SPOA/A to assist in the coordination and collaboration of case assignments and case reviews, and to assure the timely delivery of services;
- (D) Collect and Provide documentation of services provided within 15 days of service for each episode.

3. The **Provider Agency** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS 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 **Provider Agency** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Provider Agency** 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 the **Provider Agency**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. The **Provider Agency** 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.

6. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of **\$50,000.00 (fifty thousand dollars)** per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Provider Agency**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Provider Agency** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Provider Agency** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Provider Agency**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Provider Agency**.

10. The **Provider Agency** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Provider Agency** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.

- c) ***Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests*** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) ***OMH, OASAS and OPWDD (Full) Audited CFR*** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) ***Fully Audited CFRs for OMH, OPWDD, and OASAS*** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) ***OASAS Mid-Year Claim*** for the current year is required to be received by the **County** by August 1st.
- g) ***OASAS Consolidated Budget Report (CBR)*** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) ***OMH CBRs*** for the current year are required to be received by the **County** by October 15th.

11. The **Provider Agency** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Provider Agency** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Provider Agency** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Provider Agency** 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 **Provider Agency** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the 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 Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency 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 Provider Agency'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 Provider Agency must provide the County proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

14. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Provider Agency** fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** becomes bankrupt or insolvent or falsify 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 **Provider Agency**.

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 **Provider Agency** prior to the termination of this Agreement that are pursuant to and after **Provider Agency** 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 it's 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.

15. The **Provider Agency** 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 **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** 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 access to confidential information, the **Provider Agency** promises that:

- A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:
 1. The **Provider Agency** will only access confidential information for which there is a need to know; and
 2. The **Provider Agency** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
 3. The **Provider Agency** will not misuse confidential information or carelessly handle confidential information.
 - B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.
 - C. The **Provider Agency** will report activities by any individual or entity that is suspected of or 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. The **Provider Agency** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** 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, they 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 **Provider Agency** shall 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.”

17. The **Provider Agency** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: Debra A. Whiteford
Debra A Whiteford
Interim Commissioner, Department of Mental Health

10/15/13
Date

PROVIDER AGENCY
By: *Robert Roberts*
Robert Roberts
Executive Director
Kids Oneida, Inc.

9-23-13
Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/19/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$50,000.00
OPWDD	\$0.00
OASAS	\$0.00
Total State Aid	\$50,000.00
County Funds	\$0.00
TOTAL FUNDING	\$50,000.00

		# Payments	Total Amount
Monthly Voucher Amount January - November	\$4,167.00	11	\$45,837.00
Final Voucher Amount December	\$4,163.00	1	\$4,163.00
			<hr/> \$50,000.00

APPENDIX B

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Approved as to Form only

Oneida County Attorney

Contractor

By: _____
Robert Roberts
Executive Director
Kids Oneida, Inc.



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 13-393

HEALTH & HUMAN SERVICES

WAYS & MEANS



October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and David Stang, MD, for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$200.00** per completed psychiatric competency evaluation 730 and consultation. The total of all services cannot exceed **\$24,500.00** per year or **\$73,500.00** for the full three years of the contract period. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford
Debra A. Whiteford

Interim Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 11/5/13

DAW/mb

Encs.

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: David Stang, MD
Title of Proposed Service/Program: Psychiatric Competency Evaluations
Proposed Dates of Operation: January 1, 2014 through December 31, 2016
Client Population/Number to be Served: Oneida County individuals referred by court for a competency evaluation.

Summary Statements:

- I. **Narrative Description of Service/Program Performance:**
 - A. Complete psychiatric evaluations pursuant to Criminal Procedure Law Article 730;
 - B. Provide consultation to determine whether an individual lacks the capacity to understand proceedings and to assist in his/her defense;
 - 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.

- II. **Service/Program Objectives and Outcomes:**
In compliance with Criminal Procedure Law; provide Psychiatric Competency 730 Evaluations.

III. **Service/Program Design and Staffing:** (N/A)

Total Funding Requested: \$200.00 per completed CPL 730 evaluation
Account #: A4310.195

Oneida County Department Funding Recommendation(s):
It is recommended that the full amount of \$200.00 per psychiatric competency 730 evaluations be approved for 2014. The total of all services cannot exceed \$24,500.00 per year or \$73,500.00 for the full three year contract.

Past Performance Data: (N/A)

Proposed Funding Sources (Federal \$/State \$/County \$): 100% OMH State Aid
\$200.00 per completed CPL 730 evaluation

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and David Stang, MD, having its principal office located at 5 Elm Street, Clinton, New York 13323, 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 **Consultant** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Consultant** shall:

- (A) Complete any and all mutually agreed upon and assigned psychiatric evaluations referred to the Oneida County Mental Health Department pursuant to Criminal Procedure Law Article 730;
- (B) Provide consultation to the Oneida County Mental Health Department to determine whether an individual, as a result of mental disease or defect, lacks the capacity to understand the proceedings against him/her or to adequately assist in his/her defense;
- (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.

3. The **Consultant** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Consultant** 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 the **Consultant**; submission of planning reports and CON applications and/or Prior Approval and Review

applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. 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.

6. The **Consultant** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Consultant** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Consultant** a maximum of **\$200.00 (two hundred dollars)** per completed psychiatric competency 730 evaluation. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Consultant**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Consultant** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Consultant** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Consultant**.

9. The **County** will make payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Consultant**.

10. The **Consultant** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Consultant** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.

- f) *OASAS Mid-Year Claim* for the current year is required to be received by the **County** by August 1st.
- g) *OASAS Consolidated Budget Report (CBR)* for the next year is (with scope) required to be received by the **County** by September 15th.
- h) *OMH CBRs* for the current year are required to be received by the **County** by October 15th.

11. The **Consultant** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Consultant** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Consultant** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Consultant** 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 **Consultant** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Consultant further covenants and agrees to indemnify, defend and hold harmless the 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 proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

14. Either party may terminate this Agreement by giving fifteen (15) 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 falsify 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 **Consultant** 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.

15. 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** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors 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 access to confidential information, the **Consultant** promises that:

- A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:
 1. The **Consultant** will only access confidential information for which there is a need to know; and
 2. The **Consultant** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
 3. The **Consultant** will not misuse confidential information or carelessly handle confidential information.
- B. The **Consultant** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Consultant** accepts responsibility for all activities undertaken using any access code and other authorization.
- C. The **Consultant** will report activities by any individual or entity that is suspected of or 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. The **Consultant** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- E. The **Consultant** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Consultant** will safeguard the confidentiality of all confidential information.
- F. The **Consultant** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. 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, they 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** shall 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.”

17. The **Consultant** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Consultant** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: *Debra A. Whiteford*
Debra A. Whiteford
Commissioner, Department of Mental Health

10/15/13

Date

Interim

CONSULTANT

By: _____
David Stang, MD
Consultant

Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/20/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

100% OMH CPL 730 Evaluation: \$200.00 per completed

APPENDIX B

THIS ADDENDUM, entered into on this ____ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

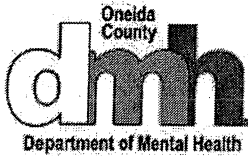
By: David Stang, MD
David Stang MD
Consultant

Approved as to Form only

Oneida County Attorney



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 13 - 394

October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES **Approved for submission to the Oneida County Board of Legislators by**

WAYS & MEANS

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive
Date: 11/5/13

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Resource Center for Independent Living, Inc., for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$320,837.00** per year. The total for all three years of this contract will be **\$962,511.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner

DAW/mb
Encs.



**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Resource Center for Independent Living, Inc.

Title of Proposed Service/Program: Service Dollars ICM Management Services
C&Y Intensive Case Management
Case Management Emergency & Non-Emergency Services
Ongoing Integrated Supported Employment (OISE)
Assisted Competitive Employment (ACE)

Proposed Dates of Operation: January 1, 2014 through December 31, 2016

Client Population/Number to be Served: Adults and children with severe mental illness, serious emotional disturbance or severe behavioral disorder.

Summary Statements:

- I. Narrative Description of Service/Program:**
- A. ICM Management Services (2810) (\$31,970 per year)**
Services include: bookkeeping, check processing, audit and evaluation.
 - B. Intensive Case Management Children and Youth Services (1810) (\$17,856 per year)**
The program links the Consumer to service systems various services and offer continued care and support. Services may include linking, monitoring, and case-specific advocacy.
 - C. Intensive Case Management Emergency/Non-Emergency (1910) (\$156,582 per year)**
The program services include both immediate and non-immediate emergency dollars designated to meet the basic needs of the consumer, including: transportation, medical/dental care, shelter/respite/hotel, food/meals, clothing, escort, household furnishings, utilities, tuition, job-related costs, job coaching, education, vocational services, and leisure time services.
 - D. Ongoing Integrated Supported Employment (OISE) (4340) (\$59,304 per year)**
The program services include short-term job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement.
 - E. Assisted Competitive Employment (ACE) (1380) (\$55,125 per year)**
The program services include long-term supports in all areas of life to allow the consumer to be successful in employment. The Program provides consumers with job-specific skills training, as well as long-term supervision and support services, both at the work site and off-site.
- II. Service/Program Objectives and Outcomes:**
The primary objective of all ICM services and programs is to enable those individuals served to learn community skills and achieve their highest level of independent functioning.

III. Service/Program Design and Staffing:

The NYS Office of Mental Health (OMH) regulates and certifies all services and related programs in conjunction with the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (VESID).

Total Funding Requested per year:

Account #: A4310.49525

Gross Budget		\$320,837.00
State Funds	OMH	\$320,837.00
	OPWDD	0
	OASAS	0
County Funds		0
Total full three years		\$962,511.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$962,511.00 be approved for 2014-2016.

Service Units: (N/A)

Proposed Funding Sources (Federal \$/State \$/County\$) per year: 100% State Aid \$962,511.00

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Resource Center for Independent Living, Inc., having its principal office located at 409 Columbia Street, Utica, New York 13502, hereinafter referred to as the "**Provider Agency**".

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 **Provider Agency** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Provider Agency** shall:

- (A) Administer the Intensive Case Management Service program including fiscal record-keeping, check processing, and auditing;
- (B) Provide Children and Youth Intensive Case Management Services to include linking, monitoring, and case-specific advocacy for children with mental illness;
- (C) Administer Intensive Case Management Service Dollars for client emergency and non-immediate needs;
- (D) Provide Ongoing Integrated Supported Employment services to include job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement;
- (E) Provide Assisted Competitive Employment services including job-specific skills training, long-term supervision and support services.

3. The **Provider Agency** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS 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 **Provider Agency** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Provider Agency** 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 the **Provider Agency**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. The **Provider Agency** 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.

6. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of **\$320,837.00 (three hundred twenty thousand eight hundred thirty-seven dollars)** per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Provider Agency**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Provider Agency** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Provider Agency** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Provider Agency**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Provider Agency**.

10. The **Provider Agency** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Provider Agency** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.

- e) *Fully Audited CFRs for OMH, OPWDD, and OASAS* for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) *OASAS Mid-Year Claim* for the current year is required to be received by the **County** by August 1st.
- g) *OASAS Consolidated Budget Report (CBR)* for the next year is (with scope) required to be received by the **County** by September 15th.
- h) *OMH CBRs* for the current year are required to be received by the **County** by October 15th.

11. The **Provider Agency** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Provider Agency** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Provider Agency** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Provider Agency** 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 **Provider Agency** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the 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 Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency 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 Provider Agency'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 Provider Agency must provide the County proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

14. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Provider Agency** fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** becomes bankrupt

or insolvent or falsify 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 **Provider Agency**.

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 **Provider Agency** prior to the termination of this Agreement that are pursuant to and after **Provider Agency** 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.

15. The **Provider Agency** 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 **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** 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 access to confidential information, the **Provider Agency** promises that:

A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

1. The **Provider Agency** will only access confidential information for which there is a need to know; and
2. The **Provider Agency** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
3. The **Provider Agency** will not misuse confidential information or carelessly handle confidential information.

B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.

C. The **Provider Agency** will report activities by any individual or entity that is suspected of or 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. The **Provider Agency** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the

confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** 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, they 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 **Provider Agency** shall 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.”

17. The **Provider Agency** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: Debra A. Whiteford
Debra A. Whiteford
Commissioner, Department of Mental Health

10/15/13
Date

Interim

PROVIDER AGENCY

By: Gary Scalzo
Gary Scalzo, President
Board of Directors
Resource Center for Independent Living, Inc.

10/7/13
Date

By: Joanne Marshall
~~Burt Danovitz, Chief Executive Officer~~ Joanne Marshall
Resource Center for Independent Living, Inc.
Joanne Marshall, Interim Executive Director

October 4, 2013
Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/11/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$320,837.00
OPWDD	\$0.00
OASAS	\$0.00
Total State Aid	\$320,837.00
County Funds	\$0.00
TOTAL FUNDING	\$320,837.00

		# Payments	Total Amount
Monthly Voucher Amount January - November	\$26,736.00	11	\$294,096.00
Final Voucher Amount December	\$26,741.00	1	\$26,741.00
			<hr/> \$320,837.00

APPENDIX B

THIS ADDENDUM, entered into on this ____ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

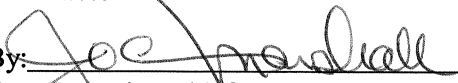

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Approved as to Form only

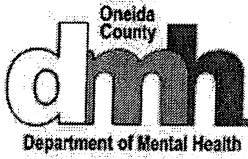
Oneida County Attorney

Contractor

By: 
Burt Danovitz, Chief Executive Officer
Resource Center for Independent Living, Inc. 
Joanne Marshall, Interim Executive Director



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

FN 20 13-395

120 Airline Street
Suite 200
Oriskany, New York 13424

HEALTH & HUMAN SERVICES

WAYS & MEANS Reviewed and Approved for submittal to the Oneida County Board of Legislators by

October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

[Signature]
Anthony J. Picente, Jr.
County Executive

Date: 11/5/13

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Center for Family Life and Recovery, Inc., for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$178,688.00** per year. The total for all three years of this contract will be **\$536,064.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

[Signature]
Debra A. Whiteford
Interim Commissioner

DAW/mb
Encs.



Oneida County Department: Mental Health

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Center for Family Life and Recovery, Inc.

Title of Proposed Service/Program: Alcohol Prevention & Education/MICA Network
Self Help/Advocacy

Proposed Dates of Operation: January 1, 2014 through December 31, 2016

Client Population/Number to be Served: Perpetrators, families and community programs

Summary Statements:

I. Narrative Description of Service/Program:

A. Oneida County Prevention Council (5520) (\$79,627 per year)

The program, Second Step, provides training on prevention of risky behavior at schools, public venues and summer programs in Oneida County.

B. Mentally Ill Chemical Abuse Network (MICA) (5990) (\$18,449 per year)

The program provides substance abuse prevention training/education in the community.

C. Sexual Offender Treatment Program (SOTP) (2770) (\$26,550 per year)

The program provides individual/group/family counseling based on the needs of the participants.

D. Suicide Prevention Program (1760) (\$54,062 per year)

The program provides advocacy for individuals who suffer from mental illness and substance abuse. Services include mentors, providing suicide prevention training, and public education.

II. Service/Program Objectives and Outcomes:

The objective is prevention of substance abuse, suicide and recidivism of sex offenders

III. Service/Program Design and Staffing:

NYS Office of Alcoholism and Substance Abuse Services programs meet all requirements

Total Funding Requested per year:

Account #: A4310.49521

Gross Budget \$178,688.00

Net Amount \$178,688.00

State Funds OMH \$ 99,061.00

OASAS \$ 79,627.00

County Funds 0

Total full three years \$536,064.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$536,064.00 be approved for 2014-2016.

Service Units: (N/A)

Proposed Funding Sources (Federal\$/State\$/County\$) per year: 100% State Aid \$536,064.00

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Center for Family Life and Recovery, Inc., having its principal office located at 502 Court Street, Suite 401, Utica, New York 13501, hereinafter referred to as the "**Provider Agency**".

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 **Provider Agency** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Provider Agency** shall:

- (A) Provide an array of Substance Abuse Prevention Services which meet the OASAS Prevention Guidelines. This will include curriculum evidence based programming, public education, public speaking engagements, community coalition building and technical assistance to a variety of local school districts;
- (B) Provide and facilitate trainings for the professional workforce which will allow them to respond effectively to the needs of individuals with behavioral health care needs;
- (C) Provide evidence based Sex Offender Treatment including assessments, individual and specialized group therapy. This is consistent with the Practice Standards and Guidelines of the National Association for the treatment of Sexual Abusers (ATSA);
- (D) Provide suicide prevention programs consistent with the NYS OMH Suicide Prevention Center. Programs serve adults and children and provide advocacy, education and training to the community.

3. The **Provider Agency** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS 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 **Provider Agency** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Provider Agency** 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 the **Provider Agency**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. The **Provider Agency** 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.

6. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of **\$178,688.00 (one hundred seventy-eight thousand six hundred eighty-eight dollars)** per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Provider Agency**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Provider Agency** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Provider Agency** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Provider Agency**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Provider Agency**.

10. The **Provider Agency** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Provider Agency** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.

- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) **OASAS Mid-Year Claim** for the current year is required to be received by the **County** by August 1st.
- g) **OASAS Consolidated Budget Report (CBR)** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) **OMH CBRs** for the current year are required to be received by the **County** by October 15th.

11. The **Provider Agency** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Provider Agency** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Provider Agency** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Provider Agency** 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 **Provider Agency** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the 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 Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency 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 Provider Agency'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 Provider Agency must provide the County proof of insurance**

consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

14. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Provider Agency** fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** becomes bankrupt or insolvent or falsify 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 **Provider Agency**.

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 **Provider Agency** prior to the termination of this Agreement that are pursuant to and after **Provider Agency** 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.

15. The **Provider Agency** 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 **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** 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 access to confidential information, the **Provider Agency** promises that:

- A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:
 1. The **Provider Agency** will only access confidential information for which there is a need to know; and
 2. The **Provider Agency** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
 3. The **Provider Agency** will not misuse confidential information or carelessly handle confidential information.
 - B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.
 - C. The **Provider Agency** will report activities by any individual or entity that is suspected of or 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. The **Provider Agency** understands that the obligations under this Agreement will

continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** 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, they 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 **Provider Agency** shall 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.”

17. The **Provider Agency** agrees that as mandated reporters, 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 2221 A to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: *Debra A. Whiteford*
Debra A. Whiteford
Interim Commissioner, Department of Mental Health

10/15/13

Date

PROVIDER AGENCY

By: *Kelly Walters*

Kelly Walters, President
Board of Directors
Center for Family Life and Recovery, Inc.

9/24/13

Date

By: *Cassandra Sheets*

Cassandra Sheets, Chief Executive Officer
Center for Family Life and Recovery, Inc.

9/24/13

Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/18/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$99,061.00
OPWDD	\$0.00
OASAS	\$79,627.00
Total State Aid	\$178,688.00
County Funds	\$0.00
TOTAL FUNDING	\$178,688.00

		# Payments	Total Amount
Monthly Voucher Amount January - November	\$14,891.00	11	\$163,801.00
Final Voucher Amount December	\$14,887.00	1	\$14,887.00
			<hr/> \$178,688.00

APPENDIX B

THIS ADDENDUM, entered into on this ____ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

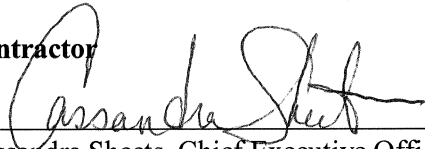
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

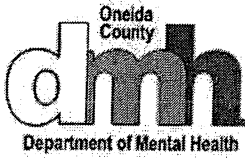
By: 
Cassandra Sheets, Chief Executive Officer
Center for Family Life and Recovery, Inc.

Approved as to Form only

Oneida County Attorney



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 13-346

HEALTH & HUMAN SERVICES

WAYS & MEANS

Reviewed and Approved for submission to the Oneida County Board of Legislators by

Signature of Anthony J. Picente, Jr.
Date 11/5/13

October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Diana Cianfrocco, for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is \$250.00 per completed AOT Evaluation, \$150.00 per AOT update and report, and \$35.00 per hour for 9.45 Pick-Up Orders. The total of all services cannot exceed \$25,000.00 per year or \$75,000.00 for the full three years of the contract period. No Oneida County Tax dollars are associated with this Agreement.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Signature of Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner

DAW/mb
Encs.



**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Diana Cianfrocco
Title of Proposed Service/Program: AOT Investigations (OMH)
Proposed Dates of Operation: January 1, 2014 through December 31, 2016
Client Population/Number to be Served: Oneida County individuals AOT Adult Mental Health Clients.

Summary Statements:

- I. Narrative Description of Service/Program Performance:**
 - A. Complete psychosocial/risk assessments and mental health evaluations and investigations related to the Assisted Outpatient Treatment Program;
 - B. Services to include a review of clinical records, report preparation, consultation with service providers and development of Assisted Outpatient Treatment Court Order or Service Enhancement;
 - C. Complete trainings provided relevant to policies, procedures and legislative updates.
 - D. Perform such duties as may be required to facilitate article 9.45 of mental hygiene law for the Director of Community Services.

- II. Service/Program Objectives and Outcomes:**
Provide necessary AOT investigations, 9.45 pick-up orders, updates and reports as directed.

III. Service/Program Design and Staffing: (N/A)

Total Funding Requested: **Account #:** A4310.196
\$250.00 per AOT evaluation/consultation
\$150.00 per AOT update and report
\$35.00 per hour for 9.45 pick-up orders

Oneida County Department Funding Recommendation(s):
It is recommended that the full amount of \$250.00 per evaluation/consultation and \$150.00 per update and report, and \$35.00 per hour for pick-up orders be approved for 2014. The total of all services cannot exceed \$25,000.00 per year or \$75,000.00 for the full three year contract.

Past Performance Data: (N/A)

Proposed Funding Sources (Federal \$/State \$/County \$): 100% OMH State Aid

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Diana Cianfrocco, having its principal office located at 410 Hickory Street, Rome, New York 13440, 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 **Consultant** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Consultant** shall:

(A) Complete client psychosocial/risk assessment and mental health evaluations and investigations related to the Assisted Outpatient Treatment Program;

(B) Services to include a review of clinical records, report preparation, consultation with service providers and development of Assisted Outpatient Treatment Court Order or Service Enhancement;

(C) Complete trainings provided relevant to policies, procedures and legislative updates.

(D) Perform such duties as may be required to facilitate Article 9.45 of Mental Hygiene Law for the Director of Community Services.

3. The **Consultant** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS 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 **Consultant** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Consultant** 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 the

Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. 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.

6. The **Consultant** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Consultant** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Consultant** a maximum of **\$250.00 (two hundred fifty dollars)** per completed AOT Investigation, **\$150.00 (one hundred fifty dollars)** per AOT Update and Report, and **\$35.00 (thirty-five dollars)** per hour for 9.45 consultation. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Consultant**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Consultant** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Consultant** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Consultant**.

9. The **County** will make payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Consultant**.

10. The **Consultant** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Consultant** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR

supplied to the **County** by April 15th are required to be received by the **County** by May 15th.

- f) **OASAS Mid-Year Claim** for the current year is required to be received by the **County** by August 1st.
- g) **OASAS Consolidated Budget Report (CBR)** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) **OMH CBRs** for the current year are required to be received by the **County** by October 15th.

11. The **Consultant** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Consultant** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Consultant** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Consultant** 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 **Consultant** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Consultant further covenants and agrees to indemnify, defend and hold harmless the 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 professional 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 proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

14. Either party may terminate this Agreement by giving fifteen (15) 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 falsify 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 **Consultant** 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.

15. 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** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors 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 access to confidential information, the **Consultant** promises that:

- A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:
1. The **Consultant** will only access confidential information for which there is a need to know; and
 2. The **Consultant** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
 3. The **Consultant** will not misuse confidential information or carelessly handle confidential information.
- B. The **Consultant** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Consultant** accepts responsibility for all activities undertaken using any access code and other authorization.
- C. The **Consultant** will report activities by any individual or entity that is suspected of or 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. The **Consultant** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- E. The **Consultant** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Consultant** will safeguard the confidentiality of all confidential information.
- F. The **Consultant** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any

failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. 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, they 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** shall 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.”

17. The **Consultant** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Consultant** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

Interim By: Debra A. Whiteford
Debra A. Whiteford
Commissioner, Department of Mental Health

10/15/13
Date

CONSULTANT

By: Diana Cianfrocco
Diana Cianfrocco
Consultant

9/27/13
Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/20/2013

APPENDIX A
CONTRACT BUDGET 2014 - 2016

100% OMH	AOT Investigation:	\$250.00	per completed
	AOT Update and Report:	\$150.00	per completed
	9.45 pick-up orders	\$35.00	per hour

APPENDIX B

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

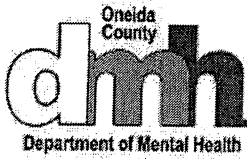
By: Diana Cianfrocco
Diana Cianfrocco
Consultant

Approved as to Form only

Oneida County Attorney



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



**120 Airline Street
Suite 200
Oriskany, New York 13424**

**Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net**

FN 20 13-397

HEALTH & HUMAN SERVICES

October 30, 2013

WAYS & MEANS

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 11/5/13

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Susan Koniewicz-Everett, LCSW-R, for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$250.00** per completed AOT Investigation, **\$150.00** per AOT update completed, **\$35.00** per hour for 9.45 pick-up orders, and **\$200.00** per mental health capacity evaluation. The total of all services cannot exceed **\$25,000.00** per year or **\$75,000.00** for the full three years of the contract period. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner

DAW/mb
Encs.



**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Susan Koniewicz-Everett
Title of Proposed Service/Program: Mental Health Assessment Services
Proposed Dates of Operation: January 1, 2014 through December 31, 2016
Client Population/Number to be Served: Oneida County individuals Adult Mental Health Services.

Summary Statements:

- I. Narrative Description of Service/Program Performance:**
 - A. Complete psychosocial/risk assessments and mental health evaluations and investigations related to the Assisted Outpatient Treatment Program;
 - B. Services to include a review of clinical records, report preparation, consultation with service providers and development of Assisted Outpatient Treatment Court Order or Service Enhancement;
 - C. Complete trainings provided relevant to policies, procedures and legislative updates;
 - D. Serve as an educational and clinical consultant relevant to Mental Health Capacity Evaluations;
 - E. Perform such duties as may be required to facilitate Article 9.45 of Mental Hygiene Law for the Director of Community Services.

- II. Service/Program Objectives and Outcomes:**
Provide AOT investigations & evaluations, 9.45 pick-up orders, mental health capacity evaluations, updates and reports as directed.

III. Service/Program Design and Staffing: (N/A)

Total Funding Requested: **Account #:** A4310.196
\$250.00 per completed AOT Investigation
\$150.00 per AOT update completed
\$200.00 per Mental Health Capacity Evaluation
\$35.00 per hour for 9.45 pick-up orders

Oneida County Department Funding Recommendation(s):
It is recommended that the full amount of \$250.00 per AOT Investigation, \$150.00 per AOT update completed, \$35.00 per hour for 9.45 pick-up orders, and \$200.00 per Mental Health Capacity Evaluation be approved for 2014. The total of all services cannot exceed \$25,000.00 per year or \$75,000.00 for the full three year contract.

Past Performance Data: (N/A)

Proposed Funding Sources (Federal \$/State \$/County \$): 100% OMH State Aid

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Susan Koniewicz-Everett, LCSW-R, having its principal office located at 7086 College Hill Road, Clinton, New York 13323, 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 **Consultant** hereby warrants that they have the proper credentials and experience to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Consultant** shall:

- (A) Complete client psychosocial/risk assessments and mental health evaluations and investigations related to the Assisted Outpatient Treatment Program;
- (B) Services to include a review of clinical records, report preparation, consultation with service providers and development of Assisted Outpatient Treatment Court Order or Service Enhancement;
- (C) Complete trainings provided relevant to policies, procedures and legislative updates;
- (D) Serve as an educational and clinical consultant relevant to Mental Health Capacity Evaluations;
- (E) Perform such duties as may be required to facilitate Article 9.45 of Mental Hygiene Law for the Director of Community Services.

3. The **Consultant** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS 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 **Consultant** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Consultant** 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 the **Consultant**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. 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.

6. The **Consultant** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Consultant** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Consultant** a maximum of **\$250.00 (two hundred fifty dollars)** per AOT Investigation, **\$150.00 (one hundred fifty dollars)** per AOT update completed, **\$35.00 (thirty-five dollars)** per hour for 9.45 consultation, and **\$200.00 (two hundred dollars)** per mental health capacity evaluation. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Consultant**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Consultant** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Consultant** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Consultant**.

9. The **County** will make payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Consultant**.

10. The **Consultant** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Consultant** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this

date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.

- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) **OASAS Mid-Year Claim** for the current year is required to be received by the **County** by August 1st.
- g) **OASAS Consolidated Budget Report (CBR)** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) **OMH CBRs** for the current year are required to be received by the **County** by October 15th.

11. The **Consultant** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Consultant** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Consultant** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Consultant** 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 **Consultant** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Consultant further covenants and agrees to indemnify, defend and hold harmless the 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 professional 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 proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

14. Either party may terminate this Agreement by giving fifteen (15) 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 falsify 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 **Consultant** 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 it's 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.

15. 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** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors 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 access to confidential information, the **Consultant** promises that:

- A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:
1. The **Consultant** will only access confidential information for which there is a need to know; and
 2. The **Consultant** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
 3. The **Consultant** will not misuse confidential information or carelessly handle confidential information.
- B. The **Consultant** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Consultant** accepts responsibility for all activities undertaken using any access code and other authorization.
- C. The **Consultant** will report activities by any individual or entity that is suspected of or 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. The **Consultant** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- E. The **Consultant** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Consultant** will safeguard the confidentiality of all confidential

information.

F. The **Consultant** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. 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, they 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** shall 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.”

17. The **Consultant** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Consultant** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

By: Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner, Department of Mental Health

10/15/13
Date

CONSULTANT

By: Susan Koniewicz-Everett
Susan Koniewicz-Everett, LCSW-R
Consultant

09/30/2013
Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/20/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

100% OMH	AOT Investigation:	\$250.00	per completed
	AOT Update:	\$150.00	per completed
	Mental Health Capacity Evaluation:	\$200.00	per completed
	9.45 pick-up orders	\$35.00	per hour

APPENDIX B

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
 - e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

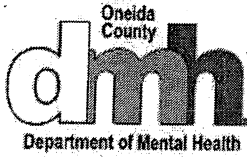
By:  _____
Susan Koniewicz-Everett, LCSW-R
Consultant

Approved as to Form only

Oneida County Attorney



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20

13 - 398

October 30, 2013

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 11/5/13

Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Community Support Services Inc., for your review and signature. Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators no later than November 27, 2013.

The gross amount of this Agreement is **\$17,500.00** per year. The total for all three years of this contract will be **\$52,500.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Debra A. Whiteford
Interim Commissioner

DAW/mb
Encs.



**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Community Support Services, Inc.
Title of Proposed Service/Program: Children and Family Intervention
Proposed Dates of Operation: January 1, 2014 through December 31, 2016
Client Population/Number to be Served: Oneida County children and youth with a serious emotional disturbance and/or severe behavioral disorder, and their parents/families.

Summary Statements:

I. Narrative Description of Service/Program Performance:

- A. Provide community-based, in-home services on an individualized basis to children and families according to a Service Plan referred by the Oneida County Children & Youth Single Point of Access & Accountability (SPOA/A), and the Committee for Alternate Placement (CAP);
- B. 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;
- C. Provide Progress Notes and documentation to Oneida County Mental Health Department within fourteen (14) days of services rendered.

II. Service/Program Objectives and Outcomes:

The primary objective is to provide needed services that will allow families to remain intact.

III. Service/Program Design and Staffing: (N/A)

<u>Total Funding Requested per year:</u>		<u>Account #:</u> A4310.4951
Gross Budget	\$ 17,500.00	
State Funds	\$ 17,500.00	
OMH		
OPWDD	0	
OASAS	\$ 0	
County Funds	\$ 0	
Total full three years	\$ 52,500.00	

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$52,500.00 be approved for 2014-2016.

Service Units: (N/A)

Proposed Funding Sources (Federal\$/State\$/County\$) per year: 100% State Aid
\$52,500.00

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Community Support Services Inc., having its principal office located at 287 Genesee Street, Suite 204, Utica, New York 13501, hereinafter referred to as the "**Provider Agency**".

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 **Provider Agency** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.
2. The **Provider Agency** shall:
 - (A) Provide community-based, in-home services on an individualized basis to children and families referred by Oneida County Children & Youth Single Point of Access & Accountability (SPOA/A), and the Committee for Alternative Placement (CAP);
 - (B) Provide Progress Notes and documentation to Oneida County Mental Health Department within fourteen (14) days of services rendered.
3. The **Provider Agency** 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 Oneida County Department of Mental Health will be handled in a safe and confidential manner.
4. The **Provider Agency** 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 the **Provider Agency**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.
5. The **Provider Agency** 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.

6. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of **\$17,500.00 (seventeen thousand five hundred dollars)** per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Provider Agency**, at the request of the **County** 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 either costs not approved for reimbursements by the either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Provider Agency** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Provider Agency** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Provider Agency**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Provider Agency**.

10. The **Provider Agency** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Provider Agency** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.
- f) **OASAS Mid-Year Claim** for the current year is required to be received by the **County** by August 1st.
- g) **OASAS Consolidated Budget Report (CBR)** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) **OMH CBRs** for the current year are required to be received by the **County** by October 15th.

11. The **Provider Agency** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Provider Agency** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Provider Agency** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with 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.

12. The **Provider Agency** 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 **Provider Agency** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the 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 Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency 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 Provider Agency'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 Provider Agency must provide the County proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

14. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Provider Agency** fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** becomes bankrupt or insolvent or falsify 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 **Provider Agency**.

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 **Provider Agency** prior to the termination of this Agreement that are pursuant to and after **Provider Agency** 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.

15. The **Provider Agency** 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 **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** 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 access to confidential information, the **Provider Agency** promises that:

A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

1. The **Provider Agency** will only access confidential information for which there is a need to know; and
2. The **Provider Agency** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
3. The **Provider Agency** will not misuse confidential information or carelessly handle confidential information.

B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.

C. The **Provider Agency** will report activities by any individual or entity that is suspected of or 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. The **Provider Agency** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** understands that there is 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 any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** is provided with any confidential HIV related information during the course of providing services and in accordance with 403 of Title 18 of the NYS DSS regulation and Section 2782 of the Public Health

Law, they 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 **Provider Agency** shall 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.”

17. The **Provider Agency** agrees that as mandated reporters, 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 decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. 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.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date

Interim
By: Debra A. Whiteford
Debra A. Whiteford
Commissioner, Department of Mental Health

10/15/13
Date

PROVIDER AGENCY

By: Mike Boutin
Mike Boutin
Executive Director
Community Support Services Inc.

10/4/13
Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 07/30/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$17,500.00
OPWDD	\$0.00
OASAS	\$0.00
Total State Aid	\$17,500.00
County Funds	\$0.00
TOTAL FUNDING	\$17,500.00

100% OMH	Behavior Management:	\$38.00	per hour
	Parent Aide:	\$38.00	per hour
	Mentoring:	\$38.00	per hour
	Activity Linkage:	\$38.00	per hour
	Reintegration Services:	\$38.00	per hour
	Family Therapy Session:	\$75.00	per hour
	Family Court-Ordered Clinical Evaluation:	\$300.00	each
	Flexible Fund		
	Contingency:	\$2,700.00	total
	Administrative Fees:	\$300.00	total

APPENDIX B

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

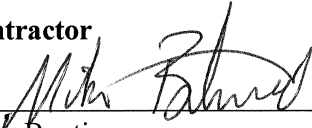
County of Oneida

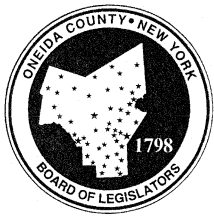
By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Approved as to Form only

Oneida County Attorney

Contractor

By:  _____
Mike Boutin
Executive Director
Community Support Services Inc.



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

November 12, 2013

Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators.
800 Park Ave.
Utica, NY 13501

FN 20 13 - 399

WAYS & MEANS

Re: Local Law #2 of 1979

Dear Mr. Chairman,

During my years on the Board of Legislators there have been a number of high profile examples of tax disputes involving commercial properties in the villages within Oneida County. What made these disputes of interest to the County Legislature is the fact that the County "makes whole" village taxes for non-payment. The County Legislature voluntarily accepted this financial burden in 1979 by passage of Local Law #2 of that year. This occurred despite a veto by County Executive Bryant of a similar law passed in 1978. Then County Executive Bryant cited concerns over the exposure of the County to large payments to villages for tax delinquencies. Bryant's concern was that the bills for village services would be passed on to all County taxpayers when you had unpaid village taxes.

Two things have changed since Local Law #2 of 1979 was passed. The first is that the character of villages has changed. Most villages historically grew around commercial and industrial endeavors. As deindustrialization and the rise of malls took hold, villages have been diminished as centers of commerce. Unfortunately, as this change took place the value of commercial properties for taxation purposes in some cases was held artificially high, arguably because if the village tax bills were not paid the County would make those bills whole.

The second change is the County Sales Tax and its provision for revenue sharing for villages based on assessed value. There is a disincentive for a lower and reasonable assessment on property. This disincentive only results in further deterioration of over assessed properties.

Because of these reasons I would propose a repeal of Local Law #2 of 1979.

Sincerely,

David J. Wood ^{cd}

David J. Wood

Cc: Oneida County Executive Anthony Picente, Jr.